



**Service of Process
Transmittal**

02/26/2021

CT Log Number 539113790

TO: Suzanne Scelza
Berkley Shared Services
2445 Kuser Rd Ste 201
Trenton, NJ 08690-3361

RE: Process Served in Wisconsin

FOR: StarNet Insurance Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Kathleen Filighera, etc., Pltf. vs. Starnet Insurance Company, Dft.

DOCUMENT(S) SERVED: -

COURT/AGENCY: None Specified
Case # 2021CV000061

NATURE OF ACTION: Insurance Litigation

ON WHOM PROCESS WAS SERVED: C T Corporation System, Madison, WI

DATE AND HOUR OF SERVICE: By Process Server on 02/26/2021 at 10:26

JURISDICTION SERVED : Wisconsin

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): None Specified

ACTION ITEMS: CT has retained the current log, Retain Date: 02/26/2021, Expected Purge Date: 03/03/2021

Image SOP

Email Notification, Suzanne Scelza sscelza@wrberkley.com

Email Notification, Melissa Riefenhauser mriefenhauser@wrberkley.com

REGISTERED AGENT ADDRESS: C T Corporation System
301 S. Bedford Street
Suite 1
Madison, WI 53703
800-448-5350
MajorAccountTeam1@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



STATE OF WISCONSIN

CIRCUIT COURT

WOOD

Kathleen Filighera vs. Starnet Insurance Company

**Electronic Filing
Notice**Case No. 2021CV000061
Class Code: Other-Contract

FILED

02-16-2021

Clerk of Circuit Court
Wood County, WI

2021CV000061

Honorable Gregory J.
Potter

Branch 1

STARNET INSURANCE COMPANY
301 S. BEDFORD ST, SUITE 1
MADISON WI 53703

PROCESS SERVER

TIME 9:56 AM DATE 2/26/21

☐ PERSONAL☐ SUBSTITUTE☐ POSTED☐ CORPORATE

Case number 2021CV000061 was electronically filed with/converted by the Wood County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 3eb7e7

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 715-421-8807.

Wood County Circuit Court
Date: February 16, 2021

FILED

02-12-2021
Clerk of Circuit Court
Wood County, WI
2021CV000061
Honorable Gregory J.
Potter
Branch 1

STATE OF WISCONSIN

CIRCUIT COURT

WOOD COUNTY

KATHLEEN FILIGHERA
D/B/A PALO VERDE TRAINING STABLE, LLC
4331 Washington Street
Wisconsin Rapids, WI 54494

Plaintiff,

Case No. _____
Case Codes: 30303
30106

vs.

STARNET INSURANCE COMPANY
c/o CT Corporation System
301 S. Bedford St, Suite 1
Madison, WI 53703

Defendant.

SUMMONS

THE STATE OF WISCONSIN to each party named above as a defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of Wisconsin statutes. The Answer must be sent or delivered to the Court, whose address is:

Clerk of Courts
Wood County Courthouse
400 Market Street
P.O. Box 8095
Wisconsin Rapids, WI 54495-8095

and to Plaintiff's attorney, whose address is:

Gebert Law Office, LLC
181 Market Street
P.O. Box 848
Wisconsin Rapids, WI 54495-0848


You may have an attorney help represent you.

If you do not provide a proper Answer within twenty (45) days, the Court may grant a judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 11th day of February, 2021.

GEBERT LAW OFFICE, LLC
181 Market St
P.O. Box 848
Wisconsin Rapids, WI 54495-0848
715.424.1800
715.424.1801 (fax)

GEBERT LAW OFFICE, LLC
Attorneys for the Plaintiff

By: 
Timothy S. Gebert
State Bar No. 1030499

FILED
02-12-2021
Clerk of Circuit Court
Wood County, WI
2021CV000061
Honorable Gregory J.
Potter
Branch 1

STATE OF WISCONSIN

CIRCUIT COURT

WOOD COUNTY

KATHLEEN FILIGHERA
D/B/A PALO VERDE TRAINING STABLE, LLC
4331 Washington Street
Wisconsin Rapids, WI 54494

Case No.:

Plaintiff

Case Codes: 30303
30106

vs.

STARNET INSURANCE COMPANY
c/o CT Corporation System
301 S. Bedford Street, Suite 1
Madison, WI 53703

Defendant.

COMPLAINT

NOW COMES the Plaintiff, Kathleen Filighera, D/B/A Palo Verde Training Stable, LLC, by its attorneys, Gebert Law Office, LLC, and complains of the following:

PARTIES

1. Kathleen Filighera is an adult resident of the State of Wisconsin doing business as Palo Verde Training Stable, LLC ("Palo Verde"), a domestic limited liability company with a principal place of business of 4331 Washington Street, Wisconsin Rapids, Wisconsin 54494.
2. StarNet Insurance Company ("StarNet") is a foreign stock company with a principal place of business of 11201 Douglas Avenue, Urbandale Iowa 50322. The registered

agent for service of process for StarNet Insurance Company is CT Corporation System located at 301 S. Bedford Street, Suite 1, Madison, Wisconsin 53703.

FACTS

1. The Parties entered into a contract for StarNet to provide liability and property insurance coverage for Palo Verde from July 31, 2018 through July 31, 2019.
2. As consideration, Palo Verde paid \$4,403.00 in premiums to StarNet.
3. A true and accurate copy of this policy provided by StarNet to Palo Verde is attached as Attachment A.
4. This policy provided coverage for Palo Verde's Stable/Arena in the amount of \$326,000 and included coverage for replacement cost.
5. Under Coverage G, this policy provided coverage for damage or loss to Palo Verde's Stable/Arena when such damage is caused by windstorm.
6. Under Coverage G, this policy provided coverage for damage or loss to the interior of Palo Verde's Stable/Arena that is caused by rain, snow, sleet, sand, or dust when such rain snow, sleet, sand, or dust enters the Stable/Arena's interior through its roof or walls because the Stable/Arena first sustained wind damage to its roof or walls.
7. On July 20, 2019, wind caused significant damage to the Stable/Arena's roof, wall, and electrical system.
8. On July 20, 2019, wind caused sufficient damage to the Stable/Arena's roof and walls such that rain, snow sleet, sand, or dust entered the Stable/Arena's interior and caused damage to the interior.

9. Kathleen Filighera ("Ms. Filighera"), the owner and operator of Palo Verde, promptly reported the damage consistent with the provisions of the policy.

10. Ms. Filighera promptly contacted contractors to secure their services to mitigate the damage caused by the wind.

11. Ms. Filighera took reasonable efforts to secure contractors to mitigate the damage caused by the wind.

12. A contractor who examined the Stable/Arena informed Ms. Filighera that the Stable/Arena cannot be safely or economically repaired.

13. StarNet has breached the contract for insurance by refusing to pay to Palo Verde the replacement cost of the Stable/Arena.

14. Rather, StarNet has offered payment only for its projected cost to repair the damage to the structure.

15. However, StarNet has also breached the contract for insurance by refusing to pay for covered losses caused by covered events, including deterioration in the Stable, stall framing, wood paneling, and hallway floors that were all caused by rain after wind caused damage to the Stable/Arena's roof or walls.

16. StarNet further breached the contract for insurance by refusing to pay for repairs made to the Stable/Arena's electrical system.

First Cause of Action: Breach of Contract

17. As and for a first cause of action, Plaintiff incorporates the above and further states:

18. The policy issued by StarNet provides coverage for loss of or damage to Palo Verde's Stable/Arena caused by windstorm.

19. The policy issued by StarNet provides coverage for loss of or damage to the interior of Palo Verde's Stable/Arena when such loss or damage is caused by rain after the Stable/Arena sustained wind damage to its roof or walls through which the rain entered.

20. The policy issued by StarNet includes replacement cost coverage for the Stable/Arena.

21. The Stable/Arena cannot be repaired and must be replaced.

22. StarNet refuses to pay for the replacement cost.

23. StarNet refuses to pay for electrical damage to the Stable/Arena that was caused by windstorm.

24. StarNet refuses to pay for damage to the interior of Palo Verde's Stable/Arena that was caused by rain after the Stable/Arena sustained wind damage to its roof or walls through which the rain entered.

25. StarNet's breach of the contract for insurance has caused Palo Verde to suffer the loss of its Stable/Arena for an unreasonable period of time.

Second Cause of Action: Bad Faith

26. As and for a second cause of action, Plaintiff incorporates the above and further states:

27. StarNet had no reasonable basis for denying Palo Verde's claim for the replacement cost of its Stable/Arena and either knew or recklessly failed to ascertain that Palo Verde's claim for replacement costs should have been paid.

28. StarNet failed to reasonably investigate the claim after Palo Verde provided evidence contradicting the report on which StarNet relied to deny Palo Verde's claim for replacement costs.

THIRD CAUSE OF ACTION: PUNITIVE DAMAGES

29. As and for a third cause of action, Plaintiff incorporates the above and further states:

30. StarNet acted maliciously or with intentional disregard for Palo Verde's rights.

31. StarNet's actions were sufficiently aggravated as to warrant punishment with punitive damages pursuant to Wis. Stat. § 895.043

WHEREFORE, Palo Verde demands judgment against StarNet as follows:

1. For actual damages caused by StarNet's breach of contract;
2. For punitive damages;
3. For actual attorneys fees; and
4. All other relief the Court deems appropriate.

Dated this 11th day of February, 2021.

Gebert Law Office, LLC
Attorneys for Plaintiff

Signed: _____

Timothy S. Gebert
SBN: 1030499

P.O. Address
Gebert Law Office, LLC
181 Market Street
P.O. Box 848
Wisconsin Rapids, WI 54495-0848

FILED
02-16-2021
Clerk of Circuit Court
Wood County, WI
2021CV000061
Honorable Gregory J.
Potter
Branch 1

STATE OF WISCONSIN

CIRCUIT COURT

WOOD COUNTY

KATHLEEN FILIGHERA

D/B/A PALO VERDE TRAINING STABLE, LLC

4331 Washington Street

Wisconsin Rapids, WI 54494

Plaintiff,

Case No. 21CV61

Case Codes: 30303

30106

vs.

STARNET INSURANCE COMPANY

c/o CT Corporation System

301 S. Bedford St, Suite 1

Madison, WI 53703

Defendant.

AMENDED SUMMONS

THE STATE OF WISCONSIN to each party named above as a defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of Wisconsin statutes. The Answer must be sent or delivered to the Court, whose address is:

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Wood County Courthouse
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P.O. Box 8095
Wisconsin Rapids, WI 54495-8095

and to Plaintiff's attorney, whose address is:

Gebert Law Office, LLC
181 Market Street
P.O. Box 848
Wisconsin Rapids, WI 54495-0848

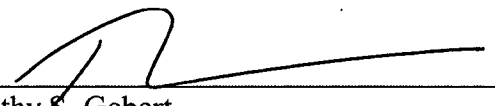
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Dated this 16th day of February, 2021.

GEBERT LAW OFFICE, LLC
181 Market St
P.O. Box 848
Wisconsin Rapids, WI 54495-0848
715.424.1800
715.424.1801 (fax)

GEBERT LAW OFFICE, LLC
Attorneys for the Plaintiff

By: 
Timothy S. Gebert
State Bar No. 1030499

STATE OF WISCONSIN

CIRCUIT COURT

WOOD COUNTY

KATHLEEN FILIGHERA

D/B/A PALO VERDE TRAINING STABLE, LLC

4331 Washington Street

Wisconsin Rapids, WI 54494

Case No.: 21CV61

Plaintiff

Case Codes: 30303

vs.

30106

STARNET INSURANCE COMPANY

c/o CT Corporation System

301 S. Bedford Street, Suite 1

Madison, WI 53703

Defendant.

AMENDED COMPLAINT

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THIRD CAUSE OF ACTION: PUNITIVE DAMAGES

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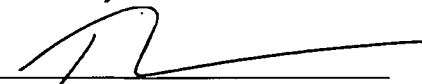
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1. For actual damages caused by StarNet's breach of contract;
2. For punitive damages;
3. For actual attorneys fees; and
4. All other relief the Court deems appropriate.

Dated this 16th day of February, 2021.

Gebert Law Office, LLC
Attorneys for Plaintiff

Signed: 

Timothy S. Gebert
SBN: 1030499

P.O. Address

Gebert Law Office, LLC
181 Market Street
P.O. Box 848
Wisconsin Rapids, WI 54495-0848



Berkley
Equine & Cattle
Berkley Company

Agency Name, Address and Telephone:
 Excalibur Insurance Agency 06000
 PO Box 500
 Hartland, WI 53029-0500
 (800) 617-2450

Issuing Company: StarNet Insurance Company

Underwriting Office: 3655 North Point Parkway, Suite 625, Alpharetta, GA 30005 Telephone: 866-298-5525

FARM COMMON POLICY DECLARATIONS

POLICY NUMBER: QFO 4126600 - 13 **PRIOR POLICY NUMBER:** 4126600-12
NAMED INSURED: Palo Verde Training Stable, LLC & Kathleen Filighera

MAILING ADDRESS: 4331 Washington St.
 Wisconsin Rapids, WI 54494

POLICY PERIOD: **FROM:** 07/31/2018 **TO:** 07/31/2019
 at 12:01 A.M. Standard Time at your mailing address shown above.

Bill To: Insured

Pay Plan: 4P

Direct Bill Account Number: 10001599

Pay online - go to - berkleyequine.com

BUSINESS DESCRIPTION: Equine Farm

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	Premium
FARM LIABILITY COVERAGE PART	\$ 678
FARM PROPERTY COVERAGE PART	\$ 3,725
TOTAL:	\$ 4,403

FORMS APPLICABLE:

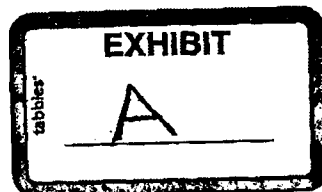
Number	Edition	Description
FP 01 48	10-2002	Wisconsin Changes
IL 00 03	07-2002	Calculation of Premium
IL 00 17	11-1998	Common Policy Conditions
IL 00 21	07-2002	Nuclear Energy Liability Exclusion - Broad Form
IL 00 30	01-2006	Exclusion Of Terrorism
IL 02 83	07-2002	Wisconsin Changes - Cancellation And Nonrenewal
IL 75 04	05-2003	Privacy Notice - StarNet Insurance Company

COUNTERSIGNED
 (Where required)

8/6/18
 (Date)

BY

Thomas C. Miller
 (Authorized Representative)



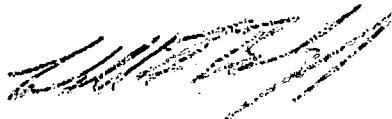
COMMON POLICY DECLARATIONS - FARM

StarNet Insurance Company

ATTESTATION - IN WITNESS WHEREOF, We have executed and attested your policy.



Secretary



President



**Berkley
Equine & Cattle**
a Berkley Company

Agency Name, Address and Telephone:
Excalibur Insurance Agency 06000
PO Box 500
Hartland, WI 53029-0500
(800) 617-2450

Issuing Company: StarNet Insurance Company
Underwriting Office: 3655 North Point Parkway, Suite 625, Alpharetta, GA 30005 Telephone: 866-298-5525

FARM PROPERTY COVERAGE FORM DECLARATIONS

POLICY NUMBER: QFO 4126600 - 13 **PRIOR POLICY NUMBER:** 4126600-12
NAMED INSURED: Palo Verde Training Stable, LLC & Kathleen Fillghera

MAILING ADDRESS: 4331 Washington St.
Wisconsin Rapids, WI 54494

POLICY PERIOD: **FROM:** 07/31/2018 **TO:** 07/31/2019
at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

"INSURED LOCATIONS":

<u>"Insured Location" #</u>	<u>Location*</u>
1	35 Acres 4300 Washington St. Wisconsin Rapids, WI 54494
2	80 Acres 4121 Washington St. Wisconsin Rapids, WI 54494

COVERAGES PROVIDED Insurance at the "Insured Locations" applies only for coverage for which Limits of Insurance are shown.

Loc# Bldg#	Coverage & Description	Limit of Insurance	Covered Cause Of Loss	Premium
1 - 1	Coverage A - Dwelling	\$ 113,000	SPECIAL	\$ 481
1 - 1	Coverage B - Other Private Structures	\$ 11,300	SPECIAL	\$ 0
1 - 1	Coverage C - Household Personal Property	\$ 1,000	BROAD	\$ 4
1 - 1	Coverage D - Loss Of Use	\$ 11,300	SPECIAL	\$ 0

\$ 2,500 Deductible

Replacement Cost on Household Personal Property

Loc# Bldg#	Coverage & Description	Limit of Insurance	Covered Cause Of Loss	Premium
---------------	------------------------	-----------------------	--------------------------	---------

Policy No.: QFO 4126600 - 13

2 - 1	Coverage A - Dwelling	\$ 160,000	SPECIAL	\$ 681
2 - 1	Coverage B - Other Private Structures	\$ 16,000	SPECIAL	\$ 0
2 - 1	Coverage D - Loss Of Use	\$ 16,000	SPECIAL	\$ 0

\$ 2,500 Deductible

COVERAGE G - SCHEDULE OF COVERED PROPERTY:

Loc. # Bldg#	Coverage G - Description of Covered Property	Limit of Insurance	Covered Cause Of Loss	Premium
1 - 2	Garage	\$ 57,000	SPECIAL	\$ 254

\$ 2,500 Deductible

Replacement Cost Included

Loc. # Bldg#	Coverage G - Description of Covered Property	Limit of Insurance	Covered Cause Of Loss	Premium
2 - 2	Stable/Arena	\$ 326,000	SPECIAL	\$ 1,452

\$ 2,500 Deductible

Replacement Cost Included

Loc. # Bldg#	Coverage G - Description of Covered Property	Limit of Insurance	Covered Cause Of Loss	Premium
2 - 3	Stable #2	\$ 162,000	SPECIAL	\$ 721

\$ 2,500 Deductible

Replacement Cost Included**OTHER COVERAGE AND ENDORSEMENTS:**

<u>Endorsement Number</u>	<u>Title</u>	<u>Premium</u>
-------------------------------	--------------	----------------

FORMS APPLICABLE:

<u>Number</u>	<u>Edition</u>	<u>Description</u>
CL FP 01 03	09-2002	Fungus, Wet Or Dry Rot, Or Bacteria Or Other Microbes Exclusion
FP 00 12	01-1998	Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
FP 00 13	01-1998	Farm Property - Farm Personal Property Coverage Form
FP 00 14	01-1998	Farm Property - Barns, Outbuildings And Other Farm Structures Coverage Form
FP 00 90	01-1998	Farm Property - Other Farm Provisions Form - Additional Coverages, Conditions, Definitions
FP 03 04	01-1998	Single Farm Property Per-Occurrence Deductible
FP 04 36	01-1998	Replacement Cost - Household Personal Property
FP 10 21	04-1998	Exclusion of Certain Computer Related Losses
FP 10 60	01-1998	Causes of Loss Form - Farm Property
FP 75 00	12-2003	Ordinance Or Law
FP 75 02	04-2011	Endorsement - Coverage Enhancements And Increased Limits
FP 75 03	04-2011	Endorsement - Changed Limits Of Insurance
FP 75 07	04-2011	Endorsement - Barns, Outbuildings And Other Farm Structures Coverage Enhancements

COUNTERSIGNED

(Where required)

BY

(Date)

(Authorized Representative)

DECLARATIONS PAGE B - SCHEDULE OF "FARM PERSONAL PROPERTY" - COVERAGE E

SCHEDULE OF FARM PERSONAL PROPERTY:

Loc.# Bldg#	Item	Covered Cause of Loss	Limit of Insurance	Deductible	Premium
1	Hay in Barns	BROAD	\$ 5,000	\$ 2,500	\$ 36
1	Saddles & Miscellaneous Tack	BROAD	\$ 3,000	\$ 2,500	\$ 20
1	1996 H & S Manure Spreader M#MS175BP / S#791375	SPECIAL	\$ 2,000	\$ 2,500	\$ 5
1	1950 Ford Tractor M#9N	SPECIAL	\$ 3,000	\$ 2,500	\$ 7
1	1950 Farmall Tractor M#504	SPECIAL	\$ 1,500	\$ 2,500	\$ 4
1	2004 JD Gator	SPECIAL	\$ 3,000	\$ 2,500	\$ 7
1	2007 John Deere 4329 Tractor w/ Loader	SPECIAL	\$ 21,000	\$ 2,500	\$ 51
1	Bush Hog	SPECIAL	\$ 700	\$ 2,500	\$ 2



Berkley
Equine & Cattle
a Berkley Company

Agency Name, Address and Telephone:
 Excalibur Insurance Agency 06000
 PO Box 500
 Hartland, WI 53029-0500
 (800) 617-2450

Issuing Company: StarNet Insurance Company
Underwriting Office: 3655 North Point Parkway, Suite 625, Alpharetta, GA 30005 Telephone: 866-298-5525

FARM LIABILITY COVERAGE DECLARATIONS

POLICY NUMBER: QFO 4126600 - 13 **PRIOR POLICY NUMBER:** 4126600-12
NAMED INSURED: Palo Verde Training Stable, LLC & Kathleen Filighera

MAILING ADDRESS: 4331 Washington St.
 Wisconsin Rapids, WI 54494

POLICY PERIOD: **FROM:** 07/31/2018 **TO:** 07/31/2019
 at 12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS:

☐ Individual ☐ Partnership ☐ Joint Venture
☒ Limited Liability Company ☐ Trust
☐ Organization (Other than Partnership, Joint Venture or Limited Liability Company)

"Description Of Premises:

"Insured Location" #	Location*
1	35 Acres 4300 Washington St. Wisconsin Rapids, Wood, WI 54494
2	80 Acres 4121 Washington St. Wisconsin Rapids, Wood, WI 54494

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COVERAGES PROVIDED:	LIMITS OF INSURANCE:	PREMIUM:
Coverage H - Bodily Injury and Property Damage Liability		
Coverage I - Personal and Advertising Injury Liability	\$ 1,000,000 General Aggregate Limit	
Coverage H - Bodily Injury and Property Damage Liability	\$ 500,000 Each "Occurrence" Limit	\$ 637
Coverage I - Personal and Advertising Injury Liability	\$ 500,000 Any One Person or Organization Limit	
Coverage H - Fire Damage Limit	\$ 100,000 Any One Fire (Premises Rented To Others)	

Policy No.: QFO 4126600 - 13

Coverage J - Medical Payments	\$	5,000	Any One Person Limit	\$	13
			(Except "Residence Employees")		
	\$	1,000	Any One "Residence Employee"		

OTHER COVERAGE AND ENDORSEMENTS:

<u>Endorsement Number</u>	<u>Title</u>	<u>Premium</u>
FL 0406	Additional Residence Rented To Others	\$ 28

FORMS APPLICABLE:

<u>Number</u>	<u>Edition</u>	<u>Description</u>
FL 00 20	01-1998	Farm Liability Coverage Form
FL 01 16	09-1994	Exclusion - Migrant And Seasonal Agricultural Worker Protection Act
FL 01 63	01-1998	Amendatory Endorsement
FL 04 08	01-1998	Additional Residence Rented to Others
FL 10 20	12-2002	War Liability Exclusion
FL 10 35	12-2002	Fungi Or Bacteria Exclusion - Liability
FL 10 90	01-2006	Exclusion Of Terrorism
FL 75 04	12-2003	Endorsement - Asbestos, Lead, And Silica Exclusion
FL 75 06	01-2007	Endorsement - Equine Activities - Owner Occupied Insured Location

COUNTERSIGNED _____ **BY** _____
(Where required) (Date) (Authorized Representative)

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StarNet Insurance Company
A Berkley Company

Underwriting Office: 3655 North Point Parkway, Suite 625, Alpharetta, GA 30005
Telephone Number: 866-298-5525

FARMOWNERS POLICY RENEWAL CERTIFICATE:

Expired Policy Number: QFO 4126600-12 Expiration Date: 07/31/2018

Renewal Policy Number: QFO 4126600-13 Effective Date : 07/31/2018

Named Insured: Palo Verde Training Stable, LLC & Kathleen Filighera

Mailing Address: 4331 Washington St., Wisconsin Rapids, WI 54494

Renewal Policy Period: From: 07/31/2018 To: 07/31/2019
At 12:01 AM at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM SHOWN IN THE RENEWAL DECLARATIONS, AND SUBJECT TO ALL THE TERMS OF THIS POLICY UNLESS OTHERWISE SPECIFIED, THE ABOVE NUMBERED POLICY IS RENEWED FOR THE TERM SHOWN ABOVE.

Attached to this Renewal Certificate are the Renewal Policy Declaration Pages and specific coverage forms, which have limits of insurance or information that is not shown in the Declarations, for your policy. Any changes in these forms or endorsements will have been disclosed to you in our renewal offer. Please attach the Renewal Policy Declaration Pages to your expired Policy Declaration Pages. The specific coverage forms attached replace any corresponding coverage forms or endorsements.

Please review the Renewal Policy Declaration Pages and specific coverage forms and notify your StarNet Insurance Company agent immediately if any corrections or changes need to be made.

Please review the policy forms and endorsements currently on your policy. The policy form numbers are listed on the Renewal Policy Declaration Pages. Call your StarNet Insurance Company agent if you need to review any coverage with her or him.

Thank you for placing your Insurance with one of our specialized equine agents.

THIS IS A VALUABLE DOCUMENT - ATTACH THIS CERTIFICATE, RENEWAL POLICY DECLARATION PAGES AND SPECIFIC COVERAGE FORMS TO YOUR EXPIRED POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGUS, WET OR DRY ROT, OR BACTERIA OR OTHER MICROBES EXCLUSION

This endorsement modifies insurance provided under the following:

FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES,
CONDITIONS, DEFINITIONS
CAUSES OF LOSS FORM – FARM PROPERTY

- A. The following Exclusion is added to E. Exclusions of CAUSES OF LOSS FORM – FARM PROPERTY:

The following exclusion applies when any or all of the Covered Causes of Loss, Basic, Broad or Special, are specified in the Declarations.

We will not pay for loss, cost, expense (including any expenses, or any increase in expenses, for Loss Of Use and/or Debris Removal) or damage caused directly or indirectly, in whole or in part, by or resulting from any of the following. Such loss, cost, expense or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

10. "Fungus", Wet Or Dry Rot, Bacteria or Other Microbes.

- (a) Presence, existence, growth, proliferation, spread, or any activity of "fungus", wet or dry rot, or bacteria or other microbes; or
- (b) Abating, testing for, cleaning up, removing, monitoring, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungus", wet or dry rot, or bacteria or other microbes; or
- (c) Request, demand, order, or statutory or regulatory requirement that any insured or others abate, test for, clean up, remove, contain, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of, "fungus", wet or dry rot, or bacteria or other microbes.

This exclusion does not apply to loss or damage directly caused by or directly resulting from fire or lightning.

- B. The last paragraph of the CAUSES OF LOSS FORM – FARM PROPERTY is deleted and replaced by the following:

Exclusions E.1. through E.10. apply whether or not the loss event results in widespread damage or affects a substantial area.

- C. Paragraph 24., **Accidental Discharge Or Leakage Of Water Or Steam** from within a plumbing, heating, air conditioning or other system or appliance that is located on the "insured Location" and contains water or steam, under C. **Covered Causes of Loss – Broad** of the CAUSES OF LOSS FORM – FARM PROPERTY is changed to add the following:

We will not pay:

- e. For loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- D. Exclusion 1.g. under D. **Covered Causes of Loss – Special** of the CAUSES OF LOSS FORM – FARM PROPERTY is changed by adding (4) below:
 - g. Discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective system or from within a household appliance:

(4) that continuously or repeatedly seeps or leaks, or results in the presence or condensation of humidity, moisture or vapor, over a period of 14 days or more.

E. Exclusion w.(2) under D. Covered Causes of Loss – Special of the CAUSES OF LOSS FORM – FARM PROPERTY is deleted and replaced with the following:

(2) Rust or other corrosion, decay (other than wet or dry rot), deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

F. The following definition is added to C. Definitions of the FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS:

"Fungus" means any type or form of fungus, including mold, mildew, mushroom, toadstool, smut, or rust, and any mycotoxins, spores, scents, vapors, gases, substances, or by-products produced or released by fungi.

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FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations. If the Named Insured shown in the Declarations and spouse are members of the same household, the words "you" and "your" also refer to the spouse. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

SECTION I – COVERAGES

COVERAGE A – DWELLINGS

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

1. Covered Property

The following are Covered Property under Coverage A of this Coverage Form:

- a. Each "dwelling" owned by you and for which a Limit of Insurance is shown in the Declarations. The "dwelling" may be located on or away from the "insured location";
- b. Structures attached to covered "dwellings", except structures attached only by a fence, utility line or similar connection;
- c. Materials on the "insured location" intended for use in building, altering or repairing the covered "dwellings" or their attached structures; and
- d. If not otherwise covered in this policy, building and outdoor equipment used principally for the service of the covered "dwelling", its grounds or structures appurtenant to it, including equipment temporarily away from the premises.

2. Property Not Covered

Under Coverage A, Covered Property does not include:

- a. Land (including land on which the "dwelling" is located);
- b. Water; or
- c. Trees, shrubs, plants or lawns, except to the extent provided for in the applicable Coverage Extension in Section II of this Coverage Form.

3. Special Limit Of Insurance Under Coverage A

Outdoor radio and TV antennas and satellite dishes attached to covered "dwellings" are subject to a Special Limit of Insurance of \$250 in any one occurrence. This Special Limit is part of, not in addition to, the Coverage A Limit of Insurance.

If a higher Limit of Insurance is specified in the Declarations, the higher limit will apply.

B. Coverage A Conditions

Coverage A is subject to the following Loss Condition as well as to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

LOSS CONDITION – VALUATION

1. Property

- a. The basis for loss settlement will be determined by the ratio of the Coverage A Limit of Insurance to the full replacement cost of the destroyed or damaged Covered Property. When determining the full replacement cost, the values of the following will be disregarded:

- (1) Excavations;
- (2) Foundations; and
- (3) Piers and other supports below the undersurface of the lowest basement floor; or, where there is no basement, those below the surface of the ground inside the foundation walls; also underground flues, pipes, wiring and drains.

b. If the Limit of Insurance on the damaged structure is at least 80% of its full replacement cost as of the time of loss, we will settle the loss based on the smallest of the following amounts:

- (1) The cost to replace the damaged part of the structure with equivalent construction for use on the same premises.
- (2) The amount actually and necessarily spent to repair or replace the structure.
- (3) The applicable Limit of Insurance.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

c. If the Limit of Insurance on the damaged structure is less than 80% of its full replacement cost as of the time of loss, we will settle on the basis of (1) or (2) below, whichever is larger:

- (1) The actual cash value, as of time of loss, of the damaged part of the structure.
- (2) A proportion of the cost to repair or replace the damaged part of the structure, without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement. The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, we will not pay more than the applicable Limit of Insurance, regardless of whether (1) or (2) above applies.

d. If your loss qualifies for payment on a replacement cost basis, but the cost of repair or replacement is more than either \$1,000 or 5% of the applicable Limit of Insurance, the only basis on which we will settle pending completion of repairs or replacement is actual cash value, as of time of loss, of the damaged part of the structure. In case of such a loss you can make an initial claim for payment on the actual cash value basis, and later make a supplementary claim for replacement cost payment. If you elect to exercise this option, you must notify us of your intention within 180 days of the occurrence of the loss.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

2. Glass Replacement

We will settle on the basis of the cost to replace damaged glass with safety glazing material, if required by law.

COVERAGE B – OTHER PRIVATE STRUCTURES APPURTENANT TO DWELLINGS

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

1. Covered Property

All of the following are Covered Property under Coverage B of this Coverage Form, provided a Limit of Insurance is shown in the Declarations:

Private structures you own (including private garages for which the coverage provided under the Coverage Extension in Section II of this Coverage Form is inadequate), that are appurtenant to a covered "dwelling" and:

- a. Separated from it by clear space; or
- b. Attached to it only by a fence, utility line or similar connection.

2. Property Not Covered

Under Coverage B, Covered Property does not include:

- a. Land (including land on which the other structures are located);
- b. Water;
- c. Structures (other than private garages) that you rent or hold for rental to any person who is not a tenant of the covered "dwelling" you occupy; or
- d. Structures (other than private garages) that you use principally for farming purposes.

3. Special Limit Of Insurance Under Coverage B

Outdoor radio and TV antennas and towers and satellite dishes are subject to a Special Limit of Insurance of \$250 in any one occurrence. This Special Limit is part of, not in addition to, the Coverage B Limit of Insurance.

If a higher Limit of Insurance is specified in the Declarations, the higher limit will apply.

B. Coverage B Conditions

Coverage B is subject to the Valuation Loss Condition shown in Paragraph B. under Coverage A. It is also subject to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

COVERAGE C – HOUSEHOLD PERSONAL PROPERTY

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

1. Covered Property

All of the following are Covered Property under Coverage C of this Coverage Form, provided a Limit of Insurance is shown in the Declarations:

Household personal property meaning:

- a. Household personal property owned or used by you or members of your family who reside with you, while such property is on the "insured location"; and

- b. At your request, household personal property of others while the property is:

- (1) In a part of the "dwelling" you occupy; or
- (2) On the grounds appurtenant to that "dwelling" if you own it.

2. Property Not Covered

Under Coverage C, Covered Property does not include:

- a. Articles separately described and specifically covered under this or any other insurance;
- b. Aircraft and aircraft parts, except model or hobby aircraft not used or designed to carry an operator(s), any other person(s) or cargo;
- c. Trees, shrubs, plants and lawns that you own as a tenant, except to the extent provided for in the applicable Coverage Extension in Section II of this Coverage Form;
- d. Animals, birds or fish;
- e. "Business property" except to the extent provided for in Items f. and g. under Paragraph A.3. Special Limits Of Insurance Under Coverage C;
- f. Magnetic recording or storage media for electronic data processing, such as cell, disc, drum, film and tape, over or above their replacement value:
 - (1) As prepackaged software programs; or
 - (2) In unexposed or blank form; whichever is greater.
- g. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or motorized land conveyances of any kind. Electronic apparatus includes:
 - (1) Accessories and antennas; and
 - (2) Tapes, wires, records, discs and other media;

for use with the electronic apparatus.

The exclusion of property described in g.(1) and g.(2) above applies only while the property is in or upon the vehicle or conveyance.

But Covered Property includes items specifically scheduled in the Declarations.

- h. "Farm personal property", other than office fixtures, furniture and office equipment;
- i. Any motor vehicle or motorized land conveyance, or its equipment or accessories. But Covered Property includes vehicles not licensed for road use that are:
 - (1) Used only for servicing an "insured's" "dwelling", its grounds or structures appurtenant to it; or
 - (2) Designed and used for assisting the handicapped.

3. Special Limits Of Insurance Under Coverage C

Certain categories of household personal property are subject to Special Limits of Insurance. These Special Limits are part of, not in addition to, the applicable Limit of Insurance shown in the Declarations. The Special Limit shown with any category listed below is the most we will pay for loss of or damage to all property in that category in any one occurrence:

- a. \$200 on gold other than goldware, "money", platinum and silver other than silverware;
- b. \$1,500 on letters of credit, manuscripts, passports and "securities";
- c. \$1,500 on watercraft, including their equipment, furnishings, outboard engines or motors, and trailers;
- d. \$1,500 on trailers not used with watercraft nor for farming operations;
- e. \$1,000 on gravemarkers;
- f. \$2,500 on "business property" on the "insured location";
- g. \$250 on "business property" off the "insured location". However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits i. and j. below;
- h. In the event of loss by theft:
 - (1) \$1,500 on furs, jewelry, precious and semiprecious stones, and watches;
 - (2) \$2,500 on goldware, goldplated ware, silverware, silverplated ware and pewterware; this property includes platedware, flatware, hollowware, tea sets, trays, trophies and the like; also other utilitarian items made of or containing silver, gold or pewter; and
 - (3) \$2,500 on firearms;

- i. \$1,500 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

- (1) Accessories and antennas; and
- (2) Tapes, wires, records, discs and other media;

for use with the electronic apparatus; and

- j. \$1,500 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

- (1) Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
- (2) Is off the "insured location"; and
- (3) Is used at any time or in any manner in connection with the operation of the farm or a business.

Electronic apparatus includes:

- (1) Accessories and antennas; and
- (2) Tapes, wires, records, discs and other media;

for use with the electronic apparatus.

B. Coverage C Conditions

Coverage C is subject to the following Loss Condition as well as to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

LOSS CONDITION – VALUATION

In the event of loss of or damage to covered household personal property, we will settle at actual cash value as of time of loss, but we will not pay more than the amount necessary for repair or replacement.

COVERAGE D – LOSS OF USE

A. Coverage

We cover the following, up to the Limit of Insurance shown in the Declarations for Coverage D:

1. Your Additional Living Expense

If a Covered Cause of Loss renders your principal living quarters uninhabitable, we will pay any necessary increase in living expense you incur so that your household can maintain its normal standard of living, provided that such uninhabitable quarters are located in:

- a. A "dwelling" covered under Coverage A; or
- b. The "dwelling" in which covered Household Personal Property is located, if you are a tenant.

Payment under your Additional Living Expense will be for the shortest time required for repair or replacement of the damaged property, or, if you relocate, the shortest time required for your household to settle elsewhere.

2. Fair Rental Value

If a Covered Cause of Loss renders uninhabitable any portion of:

- a. A "dwelling" covered under Coverage A; or
- b. An appurtenant structure covered under Coverage B;

that you, as the owner, rent or hold for rental to others as a residence or private garage, we will pay for the Fair Rental Value loss you sustain.

But we will exclude from our payment any expenses that do not continue while the rental portion is uninhabitable.

Payment under this Fair Rental Value Coverage will be for the shortest time required for repair or replacement of the damaged property.

3. Loss And Expense Due To Emergency Prohibition Against Occupancy

We will pay for the Additional Living Expense and Fair Rental Value loss you sustain if a civil authority prevents use of the "dwelling" or appurtenant structure because of direct damage to neighboring premises by a Covered Cause of Loss.

But we will not pay parts of such loss or expense that are incurred:

- a. After a period of 2 weeks has elapsed; or

- b. Due to cancellation of a lease or agreement.

The period of our liability under Coverage D – Loss of Use is not limited by the expiration of this policy.

No Deductible applies to Coverage D.

B. Coverage D Conditions

Coverage D is subject to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

SECTION II – COVERAGE EXTENSIONS

A. Trees, Shrubs, Plants And Lawns

This Coverage Extension applies to Coverages A and C.

Trees, shrubs, plants and lawns located within 250 feet of a covered "dwelling" are Covered Property but only if loss or damage is caused by or results from any of the following Covered Causes of Loss: fire or lightning, explosion, riot, civil commotion, aircraft, vehicles not owned or operated by a resident of the covered "dwelling", vandalism, or theft.

For all damaged or destroyed trees, shrubs, plants or lawns located within 250 feet of a covered "dwelling", the most we will pay under this Extension is:

1. 5% of the Coverage A Limit of Insurance shown in the Declarations for the "dwelling"; or
2. 10% of the Coverage C Limit of Insurance shown in the Declarations if the dwelling is not covered under Coverage A.

However, we will not pay more than \$500 for any one damaged or destroyed tree, shrub, plant or lawn.

This Extension is additional insurance.

We will not pay for loss of or damage to trees, shrubs, plants or lawns grown for business or farming purposes.

B. Structures Used Solely As Private Garages

This Coverage Extension applies to Coverage B.

You may apply, as an additional amount of insurance, up to 10% of the Limit of Insurance shown in the Declarations for Coverage A – Dwellings to unattached structures used solely as private garages, including outdoor radio and TV antennas and satellite dishes attached to such garages.

C. Household Personal Property Of "Insureds" Away From The "Insured Location"

This Coverage Extension applies to Coverage C, whether you are the owner or tenant, and is part of (not in addition to) the applicable Limit of Insurance.

Covered Property is extended to mean household personal property anywhere in the world, provided it is owned or used by you or members of your family who reside with you on the "insured location".

But an "insured's" household personal property at any "insured's" residence away from the "insured location" shown in the Declarations is subject to a Special Limit of Insurance equal to:

1. 10% of the Limit of Insurance shown in the Declarations for Household Personal Property; or
 2. \$1,000;
- whichever is greater.

However, if a higher limit of insurance is shown in the Declarations, the higher limit applies. The only such property not permanently subject to the Special Limit is household personal property at a newly acquired principal residence. For a period of 30 days immediately after you begin moving it to the newly acquired principal residence, this property will be subject to the Limit of Insurance shown in the Declarations for Household Personal Property. That Limit will apply on a pro rata basis during the 30-day period to personal property at both locations.

D. Refrigerated Products – Not "Farm Personal Property"

This Coverage Extension applies to Coverage C, whether you are the owner or tenant, and is part of (not in addition to) the applicable Limit of Insurance.

We will pay up to \$500 for loss of or damage to contents of a freezer or refrigerated unit, in the "dwelling" you occupy or a structure appurtenant to it, caused by a change in temperature due to:

1. Interruption of electrical service to refrigeration equipment, caused by damage to generating or transmission equipment; or
2. Mechanical or electrical breakdown of a refrigeration system.

Under this Coverage Extension, we will not pay for loss of or damage to "farm personal property" or to property not owned by you.

This Coverage Extension will not apply unless you maintain the refrigeration equipment in proper working order.

No deductible applies to this Refrigerated Products Extension of Coverage.

E. Building Additions And Alterations

This Coverage Extension applies to Coverage C, but only if you are a tenant.

1. Coverage

Your insurance under Coverage C – Household Personal Property includes building additions, alterations, fixtures, improvements or installations made or acquired at your expense to that part of the "dwelling" used exclusively by you.

The Limit of Insurance for this Coverage Extension is 10% of the Limit of Insurance that applies to Household Personal Property. But if a higher Limit of Insurance is shown in the Declarations, the higher Limit applies.

This Extension is additional insurance.

2. Loss Settlement

If the repair or replacement is done at the expense of the "insured" within 12 months after the loss, we will settle the loss on the basis of actual cash value as of time of loss.

If the repair or replacement is not done within 12 months after loss, we will settle on the basis of a proportion of the cost of repair or replacement. This proportion will equal the ratio of a. below to b. below.

- a. The period of time from the loss or damage to the expiration of the lease.
- b. The period of time from the installation of the improvements to the expiration of the lease.

Lease means the lease, whether written or oral, in effect at the time of the loss.

If your lease contains a renewal option, and if you exercise that option, the expiration of the renewal option period will replace the expiration of the lease in a. and b. above.

If repair or replacement is done at the expense of others for the use of the "insured", we provide no insurance.

SECTION III – ADDITIONAL COVERAGES

A. Removal Of Fallen Trees

1. We will pay the reasonable expense you incur removing any fallen tree from the grounds appurtenant to your principal residence, provided that, in falling, the tree damaged property covered under Coverage A, B or C, and provided further:

- a. That the tree is located more than 250 feet from a covered "dwelling", and the cause of its falling was a Covered Cause of Loss; or else

- b. That the tree is located within 250 feet of a covered "dwelling", and the cause of its falling was a Covered Cause of Loss other than fire or lightning, explosion, riot or civil commotion, aircraft, vehicles owned and operated by nonresidents of the covered "dwelling", vandalism, or theft.
- 2. In the event a Covered Cause of Loss, as described in a. or b. above occurs, we will pay the reasonable expense you incur removing any fallen tree from the grounds appurtenant to your residence premises described in the Declarations provided that, in falling, the tree does not damage covered property, and:
 - a. The tree blocks a driveway on the residence premises preventing a motor vehicle, which is subject to motor vehicle registration, from entering or leaving the residence premises; or
 - b. The tree blocks a ramp or other fixture designed to assist a handicapped person who is an "insured" to enter or leave the residence premises.
- 3. The most we will pay under this Additional Coverage is \$1,000 in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be available for the removal of any one tree.

This Additional Coverage is additional insurance.

This Additional Coverage, Removal of Fallen Trees, does not apply to trees covered under the Trees, Shrubs, Plants and Lawns Coverage Extension under Section II – Coverage Extensions.

B. Credit Cards And Fund Transfer Cards; Forgery; Counterfeit Currency

- 1. We will pay up to \$500, unless a higher limit is indicated in the Declarations, for:
 - a. The legal obligation of any "insured" to pay because of the theft or unauthorized use of credit cards issued to any "insured" or registered in any "insured's" name.

But this Additional Coverage will not apply if any "insured" has not complied with all terms and conditions under which the credit card was issued.

- b. Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to any "insured" or registered in any "insured's" name.

But this Additional Coverage will not apply if any "insured" has not complied with all terms and conditions under which the fund transfer card was issued.

- c. Loss to any "insured" caused by forgery or alteration of any check or negotiable instrument; and
- d. Loss to any "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.
- 2. But we will not pay for loss arising out of business pursuits or dishonesty of any "insured".
- 3. No deductible applies to this Additional Coverage.
- 4. **Defense**
 - a. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any suit ends when the amount we pay for the loss equals the applicable Limit of Insurance.
 - b. If a suit is brought against any "insured" for liability under the Credit Card or Fund Transfer Card Coverage, we will provide a defense at our expense by counsel of our choice.
 - c. We have the option to defend at our expense any "insured" or any "insured's" bank against any suit for the enforcement of a payment under the Forgery Coverage.
- 5. This Additional Coverage is additional insurance.

C. Water Damage

In the event of water (or steam) damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we:

- 1. Will also pay the necessary cost of tearing out and replacing any part of a covered building or structure so that the damaged system or appliance can be repaired, provided that Special Causes of Loss is shown in the Declarations for Coverages A and B under which the building or structure is covered; but
- 2. Will not pay the cost to repair any defect which caused water or steam to escape from a system or appliance containing water or steam.

In this Additional Coverage, a plumbing system does not include a sump, sump pump or related equipment.

This Additional Coverage will not increase the Limit of Insurance provided in this Coverage Part.

D. Other Additional Coverages

For Other Additional Coverages, see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

SECTION IV – OTHER PROVISIONS

A. Covered Causes Of Loss, Exclusions And Limitations

See the Causes of Loss Form – Farm Property, for Basic, Broad or Special coverage as shown in the Declarations.

B. Limits Of Insurance

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

C. Deductible

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

FARM
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FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations. If the Named Insured shown in the Declarations and spouse are members of the same household, the words "you" and "your" also refer to the spouse. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

SECTION I – COVERAGES

COVERAGE E – SCHEDULED FARM PERSONAL PROPERTY

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

1. Covered Property

All of the following are Covered Property under Coverage E of this Coverage Form, provided a Limit of Insurance is shown in the Declarations for the specific type of property:

- a. Grain, threshed seeds and beans, ground feed, silage, and manufactured and blended "livestock" feed in buildings or structures or in sacks, wagons or trucks.
- b. Grain in stacks, shocks, swaths or piles in the open, but for this property fire and lightning, vandalism, vehicles and theft are the only Covered Causes of Loss.
- c. Hay, straw and fodder:
 - (1) In buildings or structures; and
 - (2) In stacks, windrows or bales, but for this property fire or lightning, windstorm or hail, vandalism, vehicles and theft are the only Covered Causes of Loss.

A stack means hay, straw or fodder in one area separated by a clear space of 100 feet or more from any other hay, straw or fodder in the open.

- d. Farm products, materials and supplies shown in the Declarations. These include farm materials and related packing materials and containers usual to the operations of a farm, but not hay, grain or any growing crops.

- e. "Poultry" (excluding turkeys unless specified):

- (1) In the open; or
- (2) In any building designated for "poultry" in the Declarations.

But for this property, the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.

- f. Trays, boxes and box shook, each item or set in the proportion that its value bears to the total value of all trays, boxes and box shook covered under this Coverage Form.

- g. Computers and related software used principally as aids in farm management.

But an item of software is Covered Property only up to the amount required to replace it as a prepackaged program, or in unexposed or blank form, whichever is greater.

- h. Miscellaneous equipment, usual or incidental to the operation of a farm (including machinery, vehicles, tools, and supplies of all kinds), covered under a single Limit of Insurance shown for Miscellaneous Equipment in the Declarations.

But such miscellaneous farm equipment does not include:

- (1) Threshing machines, tractors, combines, corn pickers, hay balers, harvesters, peanut diggers, potato diggers and pickers, cotton pickers, crop driers or sawmill equipment;
- (2) Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles, four-wheel all-terrain vehicles; mobile homes, house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft or aircraft; or the equipment, tires or parts of any of these;
- (3) Liquefied petroleum or manufactured gas or fuel, or their containers;

- (4) Bulk milk tanks, bulk feed tanks or bins attached to buildings or structures; barn cleaners, pasteurizers or boilers; any permanent fixtures within or attached to a building;
 - (5) Brooders;
 - (6) Fences, windchargers, windmills or their towers;
 - (7) Outdoor radio or television equipment or wiring; private power and light poles;
 - (8) Irrigation equipment;
 - (9) Portable buildings and portable structures;
 - (10) Household personal property or property usual to a "dwelling"; or
 - (11) Property more specifically covered under another Coverage or Coverage Form of this or any other policy.
- l. Farm machinery, vehicles and equipment that you borrow or rent without a written contract, but only to the extent that such property is not covered under another Coverage Form of this or any other policy. The borrowed or rented property must be:**
- (1) Usual or incidental to farming operations;
 - (2) In your care, custody or control; and
 - (3) Property in which you have no interest as owner or lienholder.
- But Covered Property does not include borrowed or rented property of the following types:
- (1) Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles, four-wheel all-terrain vehicles; mobile homes, house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft or aircraft; or the equipment, tires or parts of any of these; or
 - (2) Dealers' demonstration machinery, vehicles or equipment.
- j. Farm machinery, vehicles and equipment which are individually described and specifically covered in the Declarations, while on or away from the "insured location", except while in the custody of a common or contract carrier.**
- k. "Livestock" on or away from the "insured location", but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.**

But we do not cover "livestock" while:

- (1) In the custody of a common or contract carrier;
 - (2) At public stockyards, sales barns or sales yards; or
 - (3) At packing plants or slaughterhouses.
- l. Bees, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.**
- m. Worms, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.**
- n. Fish, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.**
- o. Other animals, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.**
- p. Portable buildings and portable structures that you own.**

2. Property Not Covered

Under Coverage E, Covered Property does not include:

- a. Growing crops, trees, plants, shrubs or lawns;
- b. Household personal property or property usual to a "dwelling";
- c. Magnetic recording or storage media for electronic data processing, such as cell, disc, drum, film and tape, over or above their replacement value:
 - (1) As prepackaged software programs; or
 - (2) In unexposed or blank form; whichever is greater.
- d. Any permanent fixtures within or attached to a building; or
- e. Outdoor radio or television equipment or wiring; private power and light poles.

3. Special Limits Of Insurance Under Coverage E

Under Coverage E, certain individual items of "farm personal property" are subject to Special Limits of Insurance. These Special Limits are part of, not in addition to, the applicable Limits of Insurance shown in the Declarations.

- a. If no specific stack limit is shown in the Declarations for hay, straw or fodder in the open, the Limit will be \$10,000 on any one stack.

- b. For covered "poultry", the Limit of Insurance per bird under any provision of this Coverage Form applicable to "poultry" will be its cash market value as of the time of loss.
- c. The Limit of Insurance on any one item of miscellaneous equipment is \$2,000.
- d. The most we will pay for loss of or damage to any one head of "livestock" (other than animals individually described and specifically covered under this coverage) is the least of the following amounts:
 - (1) 120% of the amount obtained by dividing the total insurance on the class and type of animal involved by the number of head of that class and type owned by you as of the time of loss.
 - (2) The actual cash value of the animal destroyed or damaged.
 - (3) \$2,000.

Each horse, mule or head of cattle under one year of age as of time of loss will be counted as 1/2 head.

B. Coverage E Conditions

Coverage E is subject to the following Loss Conditions as well as to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

LOSS CONDITIONS

1. Portable Buildings And Portable Structures That You Own

The most we will pay for loss of or damage to this property in any one occurrence is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the value of all portable buildings and portable structures you own as of the time of loss.

2. Pro Rata Distribution – Applicable Only to Grain, Hay, Straw and Fodder, to Farm Machinery, Vehicles and Equipment, and to Poultry in Unheated Buildings.

This Condition applies only if Scheduled "farm personal property" is covered at more than one "insured location". The Limit of Insurance for any category of covered "farm personal property" mentioned in the heading of this Condition will apply at any one "insured location" in the proportion that the value of Covered Property in that category at that location bears to the value of all Covered Property in that category at all "insured locations".

3. Livestock, Poultry, Bees, Fish, Worms and Other Animals

With respect to "livestock", "poultry", bees, fish, worms, and other animals, the term loss means death or destruction caused by, resulting from or made necessary by a Covered Cause of Loss.

4. Valuation

In the event of loss of or damage to covered "farm personal property", we will settle at actual cash value as of time of loss, but we will not pay more than the amount necessary for repair or replacement.

5. Coverage Territory

We cover loss or damage commencing within the coverage territory. The coverage territory is:

- a. The United States of America;
- b. Puerto Rico; and
- c. Canada.

COVERAGE F – UNSCHEDULED FARM PERSONAL PROPERTY

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

1. Covered Property

All of the following are Covered Property under Coverage F of this Coverage Form, provided a Limit of Insurance is shown in the Declarations:

- a. All items of "farm personal property" on the "insured location", except for items specified under Paragraph 2. Property Not Covered; and
- b. The following items of "farm personal property" away from the "insured location":
 - (1) Grain, ground feed, fertilizer, fodder, hay, herbicides, manufactured and blended "livestock" feed, pesticides, silage, straw, threshed beans and threshed seeds, except while:
 - (a) Being stored or processed in commercial drying plants, manufacturing plants, public elevators, seed houses or warehouses; or
 - (b) In the custody of a common or contract carrier.

(2) "Livestock", except while:

- (a) In the custody of a common or contract carrier;
- (b) At public stockyards, sales barns or yards; or
- (c) At packing plants or slaughter-houses.

But for "livestock", the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.

(3) Farm machinery, equipment, imple-ments, tools and supplies, except:

- (a) Items specified under Paragraph 2. Property Not Covered; or
- (b) While in the custody of a common or contract carrier.

2. Property Not Covered

Covered Property does not include:

- a. Household or personal property usual to a "dwelling";
- b. Magnetic recording or storage media for electronic data processing, such as cell, disc, drum, file and tape, over or above their replacement value:
 - (1) As prepackaged software programs; or
 - (2) In unexposed or blank form; whichever is greater.
- c. Animals other than "livestock";
- d. "Poultry", bees, fish or worms;
- e. Racehorses, show horses or show ponies;
- f. Any of the following while being stored or processed in manufacturing plants, public elevators, warehouses, seed houses or commercial drying plants: grain, threshed seeds, threshed beans, hay, straw, fodder, silage, ground feed, herbicides, fertilizer, manufactured or blended "livestock" feed;
- g. Trees, plants, shrubs or lawns;
- h. Tobacco, cotton, vegetables, root crops, potatoes, bulbs, fruit or nursery stock;
- i. Crops in the open, except to the extent provided for in the applicable Coverage Extension in Section II of this Coverage Form;
- j. Contents of chicken fryer or broiler houses, laying houses, "poultry" brooder or duck or turkey houses;

- k. Automobiles, trucks, motorcycles, motor-ized bicycles or tricycles, mopeds, dirt bikes, snowmobiles, four-wheel all-terrain vehicles; mobile homes, house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft or aircraft; or the equipment, tires or parts of any of these;

- l. Fences; windmills or windchargers or their towers;

- m. Bulk milk tanks, bulk feed tanks or bins attached to buildings or structures; barn cleaners, pasteurizers or boilers; any per-manent fixtures within or attached to a building;

- n. Outdoor radio or television equipment;

- o. Portable buildings or portable structures;

- p. Irrigation equipment;

- q. Property separately described and specifi-cally covered in whole or in part under an-other Coverage or Coverage Form of this or any other policy;

- r. Cotton pickers and harvester-thresher combines; or

- s. Any property shown in the Declarations under the heading Other Property Not Cov-ered Under Coverage F.

3. Special Limits Of Insurance Under Coverage F

Under Coverage F, individual "livestock" are subject to Special Limits of Insurance. These Special Limits are part of, not in addition to, the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss of or damage to any one head of "livestock" is:

- a. \$1,000 on any horse, mule or head of cattle under one year of age as of time of loss; and
- b. \$2,000 on any head of "livestock" not in-cluded under a. above.

If it becomes necessary to impose the penalty provided for in the last sentence of the Cover-age F Loss Condition – Coinsurance (see B.2. below), no amount used as the actual cash value of an animal will exceed the applicable Limit of Insurance specified above.

B. Coverage F Conditions

Coverage F is subject to the following Loss Con-ditions as well as to the Farm Property Conditions (see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Defini-tions) and the Common Policy Conditions.

LOSS CONDITIONS

1. Livestock

With respect to "livestock", the term loss means death or destruction caused by, resulting from or made necessary by a covered cause of loss.

2. Coinsurance

You must maintain insurance on unscheduled "farm personal property" to the extent of at least 80% of its actual cash value as of the time of loss. If you fail to do this, the percentage we pay of any loss will be the result produced by dividing the Limit of Insurance actually carried by the required Limit of Insurance.

The following provision applies in the event of loss of or damage to machinery or equipment within 30 days after the purchase of additional or replacement machinery or equipment.

If the Limit of Insurance actually carried becomes inadequate due to the purchase of additional or replacement machinery or equipment, then, up to \$50,000 of the value of the newly purchased machinery or equipment will be omitted in determining the required Limit of Insurance.

3. Valuation

In the event of loss of or damage to covered "farm personal property", we will settle at actual cash value as of time of loss, but we will not pay more than the amount necessary for repair or replacement.

4. Coverage Territory

We cover loss or damage commencing within the coverage territory. The coverage territory is:

- a. The United States of America;
- b. Puerto Rico; and
- c. Canada.

SECTION II – COVERAGE EXTENSIONS

A. Property In The Custody Of A Common Or Contract Carrier

This Coverage Extension applies to Coverages E and F.

Coverage is extended to apply to "farm personal property", insured under Coverage E or Coverage F, while in the custody of a common or contract carrier, for up to a total of \$1,000 under each of these Coverages. However, if a higher limit is specified in the Declarations for Coverage E or Coverage F – Property in the Custody of a Common or Contract Carrier, the higher limit will apply to the Coverage(s) specified, instead of \$1,000.

B. Covered Property Away From The "Insured Location"

This Coverage Extension applies to Coverage E.

1. Coverage is extended to apply to Covered Property while away from the "insured location", for up to a certain percentage of the Limit of Insurance shown in the Declarations for the specific type of property, as follows:
 - a. 25%, for Miscellaneous Equipment Usual or Incidental to the Operation of a Farm; or
 - b. 10%, for other types of property.
2. This Coverage Extension is part of, not in addition to, the applicable Limit of Insurance or Special Limit of Insurance.
3. This Coverage Extension does not apply to:
 - a. "Livestock" or individually insured farm machinery, vehicles or equipment which are described in Paragraph 1.j. or 1.k. of Covered Property;
 - b. Property while in the custody of a common or contract carrier;
 - c. Property stored or being processed in manufacturing plants, public elevators, warehouses, seed houses or commercial drying plants; or
 - d. Property in public sales barns or public sales yards.
4. Under this Coverage Extension, the greatest proportion we will pay of any one loss is the proportion we would have paid if every policy covering the property involved in the loss had provided the same coverage as this Coverage Extension.

C. Replacement Machinery, Vehicles And Equipment Newly Purchased

This Coverage Extension applies to Coverage E. A Special Limit of Insurance equal to \$50,000 plus the corresponding limit specified in the Declarations for individually scheduled items of Farm Machinery, Vehicles and Equipment applies to any item of property purchased as a replacement of such machinery, vehicle or equipment.

The additional \$50,000 coverage will end:

1. 30 days after the date of purchase of the replacement item; or
 2. When this policy expires;
- whichever comes first.

In no event will we pay more than the actual cash value as of the time of loss.

A newly purchased vehicle or item of machinery or equipment is covered under this Coverage Extension only to the extent that it is not covered under another Coverage or Coverage Form of this or any other policy of the "insured".

D. Additional Machinery, Vehicles And Equipment Newly Purchased

This Coverage Extension applies to Coverage E.

1. Coverage on such items of farm equipment, machinery and vehicles such as tractors, combines, harvesters, corn pickers and hay balers, will extend to apply to newly purchased additional farm equipment, machinery and vehicles.
2. The most we will pay under this Coverage Extension is \$100,000 for loss of or damage to all such Newly Purchased Additional Farm Equipment, Machinery and Vehicles. This \$100,000 Limit is part of, not in addition to, the applicable Limit of Insurance.
3. When values for Newly Purchased Additional Farm Equipment, Machinery and Vehicles are reported under this Coverage Extension, additional premium for these values will be due and payable from the date of purchase.
4. None of the following is covered under this Coverage Extension:
 - a. Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles; three-wheel all-terrain vehicles; mobile homes or house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft, aircraft; or their equipment, tires or parts;
 - b. Liquefied petroleum or manufactured gas or fuel, or their containers;
 - c. Brooders, fences, windchargers, windmills or their towers; or
 - d. Any farm equipment, machinery, or vehicles purchased as replacements of equipment, machinery, vehicles or equipment specifically described in the Declarations.
5. This Coverage Extension will end:
 - a. 30 days after the date of acquisition of the additional item; or
 - b. When this policy expires;whichever comes first.
6. Newly Purchased Additional Farm Equipment, Machinery and Vehicles are covered under this Coverage Extension only to the extent that they are not covered under another Coverage or Coverage Form of this or any other policy of the "insured".

E. Additional Acquired Livestock

This Coverage Extension applies to Coverage E.

1. If Coverage E covers "livestock"
 - a. Specifically declared and described in the Coverage E Declarations; or

b. With separate Limits of Insurance per class shown in the Coverage E Declarations;

we will cover additional "livestock" you acquire during the policy period, for up to 30 days from acquisition.

2. The most we will pay under this Coverage Extension is the lesser of:
 - a. The actual cash value of the additional "livestock"; or
 - b. 25% of the total of the Limits of Insurance shown in the Coverage E Declarations for:
 - (1) Specifically declared and described "livestock"; and
 - (2) "Livestock" with separate limits per class.
3. You must report the additional "livestock" within 30 days from the date of acquisition and pay any additional premium due. If you do not report such property, coverage will end 30 days after the date of acquisition.

F. Farm Products In The Open – Coverage Against Certain Causes Of Loss

This Coverage Extension applies to Coverage F. You may apply up to 10% of the Limit of Insurance shown in the Declarations for "farm personal property" to cover the following in the open:

1. Grain in piles, shocks, stacks or swaths;
2. Hay, straw and fodder in stacks, windrows or bales; but the most we will pay for loss or damage is \$10,000 for any one stack of hay, straw or fodder.

A stack means hay, straw or fodder in one area separated by a clear space of 100 feet or more from any other hay, straw or fodder in the open.

Fire or lightning, windstorm or hail, vandalism, vehicles and theft are the only Covered Causes of Loss for the property named in 1. and 2. above.

3. Unharvested barley, corn, oats, rye, wheat and other grains, flax, soy beans and sunflowers (but not on seed or forage crops, straw or stubble).

Fire or lightning is the only Covered Cause of Loss for this property.

This Extension is part of, not in addition to, the applicable Limit of Insurance.

SECTION III – ADDITIONAL COVERAGES

A. Cost Of Restoring Farm Operations Records

For any one loss we will pay up to \$2,000 to cover your cost to research, replace or restore the lost information on farm operations records damaged by a Covered Cause of Loss.

But if a higher Limit of Insurance is specified in the Declarations, the higher limit will apply.

No deductible applies to this Additional Coverage.

B. Extra Expense

If a Limit of Insurance is shown in the Declarations for Extra Expense Coverage, we will pay, up to that Limit of Insurance, the actual and necessary expenses you incur to resume normal farming operations interrupted as the result of direct physical loss of or damage to Covered Property by a Covered Cause of Loss.

Coverage for such extra expense is not limited by the expiration of this policy. But, we will not pay extra expense you incur after the period required for repair, rebuilding or replacement of Covered Property.

Extra Expense Coverage does not include loss caused by or resulting from the enforcement of any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, "pollutants".

No deductible applies to this Additional Coverage.

C. Other Additional Coverages

For other Additional Coverages, see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

SECTION IV – OTHER PROVISIONS

A. Covered Causes Of Loss, Exclusions And Limitations

See the Causes of Loss Form – Farm Property, for Basic, Broad or Special coverage as shown in the Declarations.

B. Limits Of Insurance

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

C. Deductible

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

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FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations. If the Named Insured shown in the Declarations and spouse are members of the same household, the words "you" and "your" also refer to the spouse. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

SECTION I – COVERAGES

COVERAGE G – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

1. Covered Property

All of the following are Covered Property under Coverage G of this Coverage Form, provided a Limit of Insurance is shown in the Declarations for the specific type of property:

- Farm buildings and structures other than "dwellings", including attached sheds and permanent fixtures;
- Silos individually described in the Declarations or on a schedule, whether or not attached to buildings;
- Portable buildings and portable structures;
- All fences (except field and pasture fences), corrals, pens, chutes and feed racks;
- Outdoor radio and TV equipment, antennas, masts and towers;

f. Improvements and Betterments. Improvements and betterments are additions, alterations, fixtures or installations made part of the described building, but do not include items that may be legally removed by an "insured". If you are a tenant, we cover your use interest in the improvements and betterments you make at your expense to a building you do not own at the "insured location"; and

g. Building Materials and Supplies:

- (1) For use in building, altering or repairing farm buildings or structures; and
- (2) Kept on or adjacent to the "insured location".

2. Property Not Covered

Covered Property does not include:

- Land (including land on which a building or structure is located);
- Water;
- Field or pasture fences;
- Foundations, if below ground, of buildings or structures;
- Pilings, piers, wharves or docks; or
- The cost of excavations, grading, filling or backfilling.

B. Coverage G Conditions

Coverage G is subject to the following Loss Conditions as well as to the Farm Property Conditions (see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

LOSS CONDITIONS

1. Fences, Corrals, Pens, Chutes, Feed Racks

The most we will pay in any one occurrence of loss of or damage to covered fences, corrals, pens, chutes and feed racks is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the value of all covered fences, corrals, pens, chutes and feed racks you own as of the time of loss.

2. Portable Buildings And Portable Structures

The most we will pay in any one occurrence of loss of or damage to portable buildings or portable structures is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the value of all portable buildings and portable structures you own as of the time of loss.

But this Condition does not apply to any portable building or portable structure individually covered under its own Limit of Insurance shown in the Declarations.

3. Valuation – Property Other Than Improvements And Betterments

- a. If the Replacement Cost Basis option is not expressly indicated in the Declarations, we will, in the event of loss or damage to Covered Property, settle at the actual cash value, as of the time of loss, of the destroyed or damaged part of the structure, but we will not pay more than the amount necessary for repair or replacement.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

- b. If the Replacement Cost Basis option is expressly indicated in the Declarations, loss valuation will be determined as provided below:

- (1) The basis for loss settlement will be determined by the ratio of the applicable Limit of Insurance for the specific building or structure to the full replacement cost of the destroyed or damaged Covered Property. When determining the full replacement cost, the values of the following will be disregarded:

- (a) Excavations;
- (b) Foundations; and
- (c) Piers and other supports below the undersurface of the lowest basement floor; or, where there is no basement, those below the surface of the ground inside the foundation walls; also underground flues, pipes, wiring and drains.

- (2) If the Limit of Insurance on the damaged building or structure is at least 80% of its full replacement cost as of the time of loss, we will settle the loss based on the smallest of the following amounts:

- (a) The cost to replace the damaged part of the building or structure with equivalent construction for use on the same premises.
- (b) The amount actually and necessarily spent to repair or replace the building or structure.
- (c) The applicable Limit of Insurance.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

- (3) If the Limit of Insurance on the damaged building or structure is less than 80% of its full replacement cost as of the time of loss, we will settle on the basis of (a) or (b) below, whichever is larger:

- (a) The actual cash value, as of time of loss, of the damaged part of the building or structure.
- (b) A proportion of the cost to repair or replace the damaged part of the building or structure, without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement. The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, we will not pay more than the applicable Limit of Insurance, regardless of whether (a) or (b) above applies.

- (4) If your loss qualifies for payment on a replacement cost basis, but the cost of repair or replacement is more than either \$1,000 or 5% of the applicable Limit of Insurance, the only basis on which we will settle pending completion of repairs or replacement is actual cash value, as of time of loss, of the damaged part of the building or structure. In case of such a loss you can make an initial claim for payment on the actual cash value basis, and later make a supplementary claim for replacement cost payment. If you elect to exercise this option, you must notify us of your intention in writing within 180 days of the occurrence of the loss.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

4. Valuation – Improvements And Betterments

- a. If repair or replacement is done at the expense of the "insured" within 12 months after the loss, we will settle the loss on the basis of actual cash value as of time of loss.
- b. If repair or replacement is not done within 12 months after loss, we will settle on the basis of a proportion of the cost of repair or replacement. The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property. The applicable proportion will equal the ratio of (1) below to (2) below.

(1) The period of time from the loss or damage to the expiration of the lease.

(2) The period of time from the installation of the improvements to the expiration of the lease.

Lease means the lease, whether written or oral, in effect at the time of the loss.

If your lease contains a renewal option and if you exercise that option, the expiration of the renewal option period will replace the expiration of the lease in (1) and (2) above.

- c. If repair or replacement is done at the expense of others for the use of the "insured", we provide no insurance.

5. Valuation – Glass Replacement

We will settle on the basis of the cost to replace damaged glass with safety glazing material, if required by law.

SECTION II – COVERAGE EXTENSIONS

A. Private Power And Light Poles

We will pay up to \$250 in any one occurrence as an additional amount of insurance for direct physical loss of or damage to private power and light poles, outside wiring and attachments. Attachments include attached switch boxes, fuseboxes, and other electrical equipment mounted on poles you own at the "insured location". The \$250 Limit applies in excess of any applicable Deductible.

If specific private power and light poles are shown in the Declarations, the Limits of Insurance shown for them will be in addition to the \$250 Limit.

B. New Construction

1. We will pay up to \$100,000 for direct physical loss of or damage to new, permanent farm structures at the "insured location" including materials and supplies for use in their construction.
2. This Coverage Extension applies only:
 - a. To structures that are not otherwise covered under this or any other policy; and
 - b. To loss caused by aircraft, explosion, fire, lightning, riot or civil commotion, smoke, vandalism, vehicles, windstorm or hail.
3. Insurance on each farm structure covered under this Coverage Extension will end as soon as any of the following takes place:
 - a. You report values to us. (We will charge you an additional premium for values reported from the date construction begins or the materials and supplies are delivered.)
 - b. 60 days have elapsed since the first date of delivery of the materials and supplies.
 - c. This policy expires.
4. This Coverage Extension is part of, not in addition to, the applicable Limit of Insurance.

SECTION III – ADDITIONAL COVERAGES

A. Extra Expense

If a Limit of Insurance is shown in the Declarations for Extra Expense Coverage, we will pay, up to that Limit of Insurance, the actual and necessary expenses you incur to resume normal farming operations interrupted as the result of direct physical loss of or damage to Covered Property by a Covered Cause of Loss.

Coverage for such extra expense is not limited by the expiration of this policy. But, we will not pay extra expense you incur after the period required for repair, rebuilding or replacement of Covered Property.

Extra Expense Coverage does not include loss caused by or resulting from the enforcement of any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, "pollutants".

No deductible applies to this Additional Coverage.

B. Water Damage

In the event of water (or steam) damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we:

1. Will also pay the necessary cost of tearing out and replacing any part of a covered building or structure so that the damaged system or appliance can be repaired, provided that Special Causes of Loss is shown in the Declarations for Coverage G under which the building or structure is covered; but
2. Will **not** pay the cost to repair any defect which caused water or steam to escape from a system or appliance containing water or steam.

In this Additional Coverage, a plumbing system does not include a sump, sump pump or related equipment.

This Additional Coverage will not increase the Limit of Insurance provided in this Coverage Part.

C. Other Additional Coverages

For other Additional Coverages, see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

SECTION IV – OTHER PROVISIONS

A. Covered Causes Of Loss, Exclusions And Limitations

See the Causes of Loss Form – Farm Property for Basic, Broad or Special coverage as shown in the Declarations.

B. Limits Of Insurance

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

C. Deductible

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

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FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS

A. Additional Coverages

1. Debris Removal

- a. We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- b. Except as provided in d. below, the most we will pay under this Additional Coverage is 25% of:
 - (1) The amount we pay for the direct physical loss of or damage to Covered Property; plus
 - (2) The deductible in this policy applicable to that loss or damage.
- c. This Additional Coverage does not apply to costs to:
 - (1) Extract "pollutants" from land or water; or
 - (2) Remove, restore or replace polluted land or water.
- d. Debris removal expense is included in the Limit of Insurance applying to the damaged property. But if:
 - (1) The amount payable for the sum of direct physical loss or damage and debris removal expense exceeds the applicable Limit of Insurance; or
 - (2) The debris removal expense exceeds the amount payable under the 25% limitation in b. above;an additional 5% of the Limit of Insurance applying to the damaged property will be available to cover debris removal expense.

2. Reasonable Repairs

We will pay the reasonable cost to make necessary repairs to protect Covered Property from further damage after a loss insured against has occurred.

Payment under this Additional Coverage will be subject to, not in addition to, the Limit of Insurance applying to the property being repaired.

3. Damage To Property Removed For Safekeeping

We will pay for loss to Covered Property damaged by any cause during or up to 30 days after its removal from a building endangered by a Covered Cause of Loss.

Payment under this Additional Coverage will be subject to, not in addition to, the Limit of Insurance applying to the property being removed.

4. Fire Department Service Charge

We will pay the liability you have assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect Covered Property from a Covered Cause of Loss. But we will not pay fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

The amount we pay under this Additional Coverage will be in addition to any Limit of Insurance that applies under this Coverage Form.

No deductible applies to this Additional Coverage.

5. Collapse

The following Additional Coverage applies when Broad or Special Covered Causes of Loss is specified in the Declarations:

- a. We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building insured under a Farm Property Coverage Form, if the collapse is caused by one or more of the following:
 - (1) The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;
 - (2) Hidden decay;
 - (3) Hidden insect or vermin damage;
 - (4) Weight of people or personal property;
 - (5) Weight of rain that collects on a roof;

- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in 5.a.(1) through 5.a.(5), we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.
- b. With respect to the following property:
- (1) Foundations and retaining walls;
 - (2) Underground pipes, flues and drains;
 - (3) Cesspools and septic tanks;
 - (4) Walks, roadways, patios and other paved surfaces;
 - (5) Awnings;
 - (6) Fences;
 - (7) Outdoor equipment including yard fixtures;
 - (8) Swimming pools; and
 - (9) Bulkheads, docks, piers and wharves;
- if the collapse is caused by a cause of loss listed in 5.a.(2) through 5.a.(6), we will pay for loss or damage to that property only if:
- (1) Such loss or damage is a direct result of the collapse of a building insured under a Farm Property Coverage Form; and
 - (2) The property is Covered Property under a Farm Property Coverage Form.
- c. Collapse does not include settling, cracking, shrinkage, bulging or expansion.
- d. This Additional Coverage will not increase the Limits of Insurance provided in this Coverage Part.

6. Pollutant Clean Up And Removal

We will pay your expense to extract "pollutants" from land or water at the "insured location" if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage, for each location listed in the Declarations as an "insured location", is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

B. Farm Property Conditions

In addition to the Common Policy Conditions and the Conditions in the individual Coverage Forms, the following apply:

LOSS CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that the selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine any "insured" under oath, while not in the presence of any other "insured" and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an "insured's" books and records. In the event of an examination, an "insured's" answers must be signed.

4. Insurance Under Two Or More Coverages

If two or more of this policy's Coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

5. Legal Action Against Us

No one may bring a legal action against us under a Coverage Form to which this Condition applies, unless:

- a. There has been full compliance with all of the terms of this Coverage Form; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

6. Loss Payment

- a. In the event of loss or damage insured against under a Coverage Form to which this Condition applies, at our option we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild, or replace the property with other of like kind and quality, subject to b. below.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c. We will not pay you more than your financial interest in the Covered Property.
- d. We will give notice of our intentions within 30 days after we receive the proof of loss.
- e. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all the terms of the Coverage Form, and
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

- f. We may adjust losses with the owners of lost or damaged property if other than you. Our payment for such losses will only be for the owners' account. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- g. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

7. Pair, Sets Or Parts

a. Pair Or Set

In case of loss or damage to any part of a pair or set, we may:

- (1) Repair or replace any part to restore the pair or set to its value before the loss; or
- (2) Pay the difference between the value of the pair or set before and after the loss.

b. Parts

In case of loss of or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

8. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under the applicable Coverage Form. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under the Coverage Form bears to the limits of insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage, other than that described in 8.a. above, we will pay only the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

9. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

10. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to loss.
- b. After a loss, only if at the time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

This will not restrict your insurance.

11. Unoccupancy And Vacancy

- a. If a building or structure is "vacant" or "unoccupied" beyond a period of 120 consecutive days, the Limits of Insurance applicable to the building or structure and its contents will be automatically reduced by 50%, unless we extend the period of "vacancy" or "unoccupancy" by endorsement made a part of the applicable Coverage Form.
- b. In addition to the penalty described in a. above, "unoccupancy" or "vacancy" results in certain exclusions or limitations applicable to certain causes of loss. See Causes of Loss Form – Farm Property.

GENERAL CONDITIONS

1. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This insurance;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this insurance.

2. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this insurance at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

3. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to any Farm Property Coverage Form that is affected by the liberalization and is a part of this policy.

4. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this insurance, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under the affected Coverage Forms at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of the affected Coverage Forms will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of the Coverage Forms involved:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

5. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

6. Policy Period

We cover loss or damage commencing during the policy period shown in the Declarations.

C. Definitions

The following words and phrases have a special meaning throughout the Farm Property Coverage Forms:

1. "Business property" means property pertaining to any trade, profession or occupation other than farming.
2. "Dwelling" means a building used principally for family residential purposes, and includes mobile homes and modular and prefabricated homes.

"Dwelling" does not mean a building used in such agricultural operations as storage of farm produce, "livestock" or "poultry".
3. "Farm personal property" means equipment, supplies and products of farming or ranching operations, including but not limited to feed, seed, fertilizer, "livestock", other animals, "poultry", grain, bees, fish, worms, produce and agricultural machinery, vehicles and equipment.

4. "Insured" means you and, if you are an individual; the following members of your household:
 - a. Your relatives;
 - b. Any other person under the age of 21 who is in the care of any person specified above.
5. "Insured location" means any location, including its private approaches, described in the Farm Property Declarations.
6. "Livestock" means cattle, sheep, swine, goats, horses, mules and donkeys.
7. "Money" means currency, coins and bank notes in current use and having a face value; also travelers' checks, register checks and money orders held for sale to the public.
8. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
9. "Poultry" means fowl kept by you for use or sale.
10. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt used in connection with credit or charge cards, which cards are not issued by you;But "securities" does not include "money".
11. "Unoccupancy" or "unoccupied" means the condition of:
 - a. A "dwelling" (except while being constructed) not being lived in; or
 - b. Any other building or structure (except while being constructed) not being used;even if it contains furnishings or other property customary to its intended use or occupancy.

12. "Vacancy" or "vacant" means the condition of a building or structure (except while being constructed) not containing sufficient furnishings or other property customary to its intended use or occupancy.
13. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; all as described in the Basic and Broad Causes of Loss (see Causes of Loss Form – Farm Property).

D. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the lesser of the following:

1. The applicable Limit of Insurance shown in the Declarations; or
2. The applicable Special Limit of Insurance described under Section A of each applicable Coverage.

E. Deductible

We will not pay for loss, damage or expense in any one occurrence until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Declarations. We will then pay the amount of loss, damage or expense in excess of that Deductible, up to the applicable Limit of Insurance or Special Limit of Insurance.

In the event that you sustain, from the same occurrence, losses or expenses in excess of the applicable Deductibles under two or more Coverages, only the highest applicable Deductible amount will apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE FARM PROPERTY PER-OCCURRENCE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS,
DEFINITIONS
MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
LIVESTOCK COVERAGE FORM

The **Deductible** Section is replaced by the following:

We will not pay for loss ("loss"), damage or expense in any one occurrence until the amount of loss ("loss"), damage or expense exceeds the applicable Deductible shown in the Declarations. We will then pay the amount of loss ("loss"), damage or expense in excess of that Deductible, up to the applicable Limit of Insurance or Special Limit of Insurance.

In the event that you sustain, from the same occurrence, losses ("losses"), damages or expenses in excess of the otherwise applicable Deductibles under two or more Coverage Forms of this Farm Coverage Part, only the highest applicable deductible amount will apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACEMENT COST – HOUSEHOLD PERSONAL PROPERTY

This endorsement modifies insurance provided under the following:

**FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD
PERSONAL PROPERTY COVERAGE FORM**

The Valuation Loss Condition in Paragraph B. Coverage C Conditions under Coverage C – Household Personal Property, is deleted and replaced by the following:

VALUATION

In the event of loss or damage under Coverage C we will determine the value of Covered Property on the basis of replacement cost without deduction for depreciation, subject to the following:

- a. We will determine the value of the following kinds of property on the basis of actual cash value as of time of loss up to an amount no greater than the cost to repair or replace:
 - (1) Antiques, fine arts, paintings, and similar irreplaceable rare or antique articles;
 - (2) Memorabilia, souvenirs, collectors' items and similar articles whose age or history contribute to their value;
 - (3) Articles not maintained in good or workable condition; and
 - (4) Articles that are outdated or obsolete and are stored or not used.

- b. The most we will pay in any one occurrence is the least of:

- (1) The amount actually and necessarily spent to repair or replace the Covered Property;
- (2) 400% of the actual cash value of the Covered Property as of time of loss; or
- (3) The applicable special Limit of Insurance shown in Paragraph A.3. under Coverage C – Household Personal Property.

- c. If your loss qualifies for payment on a replacement cost basis, but the cost of repair or replacement is more than \$500, the only basis on which we will settle pending completion of repairs or replacement is actual cash value, as of time of loss.

In case of such a loss you can make an initial claim for payment on the actual cash value basis, and later make a supplementary claim for replacement cost payment. If you elect to exercise this option, you must notify us of your intention in writing within 180 days of the occurrence of the loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

FARM COVERAGE PART including any attached endorsement that may provide specialized coverage on computers, but not including the FARM LIABILITY COVERAGE FORM

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by any of the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any "insured" or to others:
 - (1) Computer hardware, including microprocessors, or other "electronic data processing equipment" as may be defined elsewhere in this policy;
 - (2) Computer application software, including "electronic media and records" as may be defined elsewhere in this policy;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b.** Any other products or any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 1.a. above;
due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by or for any "insured" to determine, rectify or test for, any potential or actual problems described in Paragraph 1. above.
- B.** If an excluded cause of loss as described above in Paragraph A. results in:
- 1.** A "specified cause of loss" under the Special Causes of Loss; or
 - 2.** A Covered Cause of Loss under the Basic or Broad Causes of Loss;
- we will pay only for the loss ("loss") or damage caused by such "specified cause of loss" or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. or b. above to correct any deficiencies or change any features.

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CAUSES OF LOSS FORM – FARM PROPERTY

Words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

A. Covered Causes Of Loss

Covered Causes of Loss means the causes as described and limited under either B. or C. or D. below in accordance with a corresponding entry of either Basic or Broad or Special, respectively, on the Declarations opposite each Coverage or property to which this insurance applies. Covered Causes of Loss are also limited by the Exclusions in Section E.

However, certain property is covered only for particular causes of loss, as listed under the following items: the Coverage Extension to Coverage A; 1.b., 1.c.(2), 1.e., 1.k., 1.l., 1.m., 1.n. and 1.o. of Coverage E Covered Property; 1.b.(2) of Coverage F Covered Property; F. of the Coverage Extensions to Coverage F; and B. of the Coverage Extensions to Coverage G.

B. Covered Causes Of Loss – Basic

Subject to the provisions in Section A., when Basic is shown in the Declarations, Covered Causes of Loss means the following:

1. Fire Or Lightning

We will not pay for loss of or damage to buildings, or contents usual to a tobacco barn, if that loss or damage:

- a. Results from the use of open fire for curing or drying tobacco in the barn; and
- b. Occurs during, or within the 5-day period following, open-fire curing or drying.

2. Windstorm Or Hail, but not including:

- a. Frost or cold weather;
- b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
- c. Loss of or damage to:

- (1) The interior of any building or structure, or the property inside a building or structure, caused by rain, snow, sleet, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand or dust enters; or

- (2) Watercraft or their trailers, furnishings, equipment or outboard motors unless within a fully enclosed building.

(3) Under Coverage E or Coverage F:

- (a) "Livestock" or "poultry" when caused by running into streams, ponds or ditches, or against fences or other objects; or from smothering; or resulting directly or indirectly from fright;
- (b) "Livestock" or "poultry" when caused by freezing or smothering in blizzards or snowstorms; or
- (c) Dairy or farm products in the open other than hay, straw or fodder.

3. Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages of such a vessel from which the gases of combustion pass.

But under Coverages E, F and G this cause of loss does not include loss or damage caused by or resulting from:

- a. Explosion of alcohol stills, steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- b. Electric arcing;
- c. Rupture or bursting of water pipes;
- d. Rupture, bursting or operation of pressure relief devices; or
- e. Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water.

4. Riot Or Civil Commotion, including:

- a. Acts of striking employees while occupying the "insured location"; and
- b. Looting occurring at the time and place of a riot or civil commotion.

5. Aircraft, meaning only loss or damage caused by or resulting from:

- a. Contact of an aircraft, spacecraft or self-propelled missile with Covered Property or with a building or structure containing Covered Property; or
- b. Objects falling from aircraft.

- 6. Vehicles**, meaning only loss or damage caused by contact of a vehicle, or of an object thrown up by a vehicle, with Covered Property or with a building or structure containing Covered Property.

This cause of loss does not include loss or damage to:

- a. "Livestock"; or
- b. A fence, driveway or walk.

However, we will provide coverage under this cause of loss if the fence, driveway or walk is appurtenant to a covered "dwelling" and the vehicle that caused the loss or damage was not owned or operated by a resident of the "dwelling".

- 7. Smoke**, causing sudden and accidental loss or damage.

This cause of loss does not include loss or damage by smoke from agricultural smudging or industrial operations.

8. Vandalism

This cause of loss does not include loss of or damage to:

- a. A building or structure, or its contents, if the building or structure has been "vacant" for more than 30 consecutive days immediately before the loss.
 - b. Any device or instrument, for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:
 - (1) Covered Property; and
 - (2) Permanently installed in the motor vehicle or mobile agricultural vehicle.
 - c. While in or upon a motor vehicle or mobile agricultural vehicle, any tape, wire, record, disc or other medium for use with any device or instrument that transmits, records, receives or reproduces sound or pictures and that is operated by power from the electrical system of the motor vehicle or mobile agricultural vehicle.
- 9. Theft**, including attempted theft and loss of property from a known location when it is likely that the property has been stolen.
- This cause of loss does not include loss caused by or resulting from theft:
- a. Due to unauthorized instructions to transfer property to any person or to any place;

b. Under Coverage A, B or G:

In or from a building or structure under construction, or of materials and supplies for use in such construction, until the building or structure is completed and occupied;

c. Under Coverage A, B or C:

- (1) From that part of your principal residence, including its grounds and appurtenant structures, which you rent to someone who is not an "insured";
- (2) With respect to household personal property away from the "insured location", of:
 - (a) Property at any residence owned by, rented to, or occupied by, an "insured", except while an "insured", is temporarily residing there.
But property of a student who is an "insured" is covered at a residence away from home provided the student has been there at any time during the 45 days immediately preceding the loss;
 - (b) Any watercraft, its furnishings, equipment or outboard motors; or
 - (c) Trailers or campers.

d. Under Coverage E or F:

- (1) Discovered on taking inventory;
 - (2) Due to wrongful conversion or embezzlement;
 - (3) Due to disappearance of any "farm personal property" unless there is evidence that the property was stolen; or
 - (4) Due to acceptance of counterfeit money, fraudulent post office or express money orders, or checks or promissory notes not paid upon presentation.
- e. Of any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:**
- (1) Covered Property; and
 - (2) Permanently installed in the motor vehicle or mobile agricultural vehicle.

f. While in or upon a motor vehicle or mobile agricultural vehicle, of any tape, wire, record, disc or other medium for use with any device or instrument that transmits, records, receives or reproduces sound or pictures and that is operated by power from the electrical system of the motor vehicle or mobile agricultural vehicle.

10. Sinkhole Collapse, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

- a. The cost of filling sinkholes; or
- b. Sinking or collapse of land into man-made underground cavities.

11. Volcanic Action, meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Airborne volcanic blast or airborne shock waves;
- b. Ash, dust or particulate matter; or
- c. Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

This cause of loss does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the Covered Property.

12. Collision – Coverages E And F Only

a. Causing Damage To Covered Farm Machinery

We will pay for loss of or damage to covered farm machinery caused by collision or overturn of that machinery. Collision means accidental contact of the farm machinery with another vehicle or object.

Under this cause of loss we will not pay for loss or damage:

- (1) To tires or tubes unless the damage is coincidental with other damage to the farm machinery or implement;
- (2) Caused by contact between a tractor and implement during towing, hitching or unhitching;
- (3) Caused by foreign objects taken into any farm machine or mechanical harvester; or
- (4) Caused by contact of farm machinery with the roadbed or ground.

b. Causing Death Of Covered Livestock

We will pay for loss of covered "livestock" caused by:

- (1) Collision or overturn of a vehicle on which the "livestock" are being transported. Collision means accidental contact of that vehicle with another vehicle or object; or
- (2) "Livestock" running into or being struck by a vehicle while the "livestock" are crossing, moving along or standing in a public road.

But we will not pay for loss if a vehicle owned or operated by an "insured":

- (1) Collides with the vehicle on which the "livestock" are being transported; or
- (2) Strikes "livestock" crossing, moving along or standing in a public road.

c. Causing Damage To Other Farm Personal Property

We will pay for loss of or damage to covered "farm personal property" (other than that described in a. or b. above) in or upon a motor vehicle, caused by collision or overturn of that vehicle. Collision means accidental contact of the motor vehicle with another vehicle or object.

13. Earthquake Loss To "Livestock"

14. Flood Loss To "Livestock", meaning only loss or damage caused by or resulting from flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

C. Covered Causes Of Loss – Broad

Subject to the provisions in Section A., when Broad is shown in the Declarations, Covered Causes of Loss means the Covered Causes of Loss under Section B. Covered Causes of Loss – Basic, plus the following:

15. Electrocution Of Covered Livestock

16. Attacks On Covered Livestock By Dogs Or Wild Animals

This cause of loss does not include loss or damage:

- a. To sheep; or
- b. Caused by dogs or wild animals owned by you, your employees or other persons residing on the "insured location".

17. Accidental Shooting Of Covered Livestock

This cause of loss does not include loss or damage caused by you, any other "insured", your employees, or other persons residing on the "insured location".

18. Drowning Of Covered Livestock From External Causes

This cause of loss does not include loss resulting from the drowning of swine under 30 days old.

19. Loading/Unloading Accidents, meaning sudden, unforeseen and unintended events causing or necessitating death of covered "livestock" and occurring while they are being unloaded from or loaded onto vehicles used or to be used to transport them.

This cause of loss does not include loss caused by or resulting from disease.

20. Breakage Of Glass Or Safety Glazing Material that is part of a building or structure, storm door or storm window.

Under this cause of loss, we will not pay for loss if the building or structure which contained the glass, including door or window glass, has been "vacant" for more than 30 consecutive days immediately before the loss.

21. Falling Objects

But we will not pay for loss or damage to:

- a. Personal property in the open;
- b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object; or
- c. The falling object itself.

22. Weight Of Ice, Snow Or Sleet causing damage to a building or to any property inside a building.

But under this cause of loss we will not pay for loss by pressure or weight of water in any form, whether driven by wind or not, to any:

- a. Foundation or retaining wall;
- b. Pavement or patio;
- c. Awning;
- d. Fence;
- e. Outdoor equipment;
- f. Swimming pool; or
- g. Bulkhead, dock, pier or wharf.

23. Sudden And Accidental Tearing Apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective system, or an appliance for heating water.

Under this cause of loss we will not pay for loss or damage caused by or resulting from freezing.

24. Accidental Discharge Or Leakage Of Water Or Steam from within a plumbing, heating, air conditioning or other system or appliance that is located on the "insured location" and contains water or steam.

Under this cause of loss we will pay for loss of or damage to covered personal property provided that Broad is shown in the Declarations for the coverage applicable to that personal property. If any part of a building or structure to which Coverage A, B or G applies must be torn out and replaced so that repairs can be made to the damaged system or appliance, we will also pay the necessary costs involved, provided that Broad is shown in the Declarations for the coverage applying to that building or structure.

We will not pay:

- a. For loss or damage caused by discharge or leakage from a sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water;
- b. The cost to repair any defect that caused the loss or damage;
- c. For loss or damage caused by discharge or leakage in a building or structure "vacant" for more than 30 consecutive days immediately before the loss; or
- d. For loss or damage caused by or resulting from freezing.

25. Freezing of a plumbing, heating, air conditioning or automatic fire protective system or of a household appliance.

Under this cause of loss, we will not pay for loss or damage which occurs while a building or structure is "vacant", "unoccupied" or being constructed, unless you have used reasonable care to:

- a. Maintain heat in the building or structure; or
- b. Shut off the water supply and drain the system or appliance of water.

26. Sudden And Accidental Damage from artificially generated electrical current – Applicable Only to Coverages A, B, C and D.

This cause of loss does not include loss of or damage to tubes, transistors or similar electronic components.

D. Covered Causes of Loss – Special

Subject to the provisions in Section A., when Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is excluded in the following paragraphs or in Section E. Exclusions.

1. We will not pay for loss or damage caused by or resulting from:

- a. Fire, if that loss or damage is sustained by buildings or contents usual to tobacco barns as the result of using open fire for curing or drying tobacco in the barn, and occurs:
 - (1) While tobacco is being fired; or
 - (2) Within the 5-day period following tobacco firing in the barn.
- b. Collapse, except as provided in the Additional Coverage entitled Collapse. But if collapse results in a Covered Cause of Loss at the "insured location", we will pay for the loss or damage caused by that Covered Cause of Loss.
- c. Windstorm or hail to:
 - (1) Dairy or farm products in the open;
 - (2) Watercraft or their trailers, furnishings, equipment or outboard motors, unless within a fully enclosed building.
- d. Rain, snow, ice or sleet to personal property in the open;
- e. Rain, snow, sleet, sand or dust, whether driven by wind or not, to the interior of any building or structure or the property inside a building or structure, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand or dust enters;
- f. Freezing, thawing, or pressure or weight of water or ice whether or not driven by wind, to any:
 - (1) Foundation or retaining wall;
 - (2) Pavement or patio;
 - (3) Fence;
 - (4) Swimming pool; or
 - (5) Bulkhead, dock, pier or wharf.
- g. Discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective system or from within a household appliance:
 - (1) That occurs on the "insured location", but is caused by discharge that takes place off the "insured location";
 - (2) Caused by or resulting from freezing, and occurring in a building or structure that is "vacant", "unoccupied", or being constructed, unless you have used reasonable care to:
 - (a) Maintain heat in the building or structure; or

(b) Shut off the water supply and drain the system or appliance of water.

- (3) Due to any cause other than freezing and occurring in a building or structure "vacant" for more than 30 consecutive days immediately before the loss.
- h. Any of the following occurrences, if they take place in buildings or structures covered under Coverage G or if the property destroyed or damaged is "farm personal property":
 - (1) Explosion of alcohol stills, steam boilers, steam pipes or steam engines, if you own, lease or operate them;
 - (2) Conditions or events (other than explosions) inside hot water boilers or other heating equipment, to the extent that they cause loss or damage to these boilers or equipment;
 - (3) Rupture, bursting or operating of pressure relief devices; or
 - (4) Rupture or bursting due to expansion of the contents of any building or structure, if the expansion is caused by or results from water.
- i. Under Coverage A, B or C, theft from that part of your principal residence, including its grounds and appurtenant structures, which you rent to someone who is not an "insured";
- j. Under Coverage B or G, theft in or from a building or structure under construction, or of materials and supplies for use in such construction until the building or structure is completed and occupied;
- k. Under Coverage A, B or C, theft of the following property away from the "insured location":
 - (1) Property at any residence owned by, rented to, or occupied by, an "insured", except while an "insured" is temporarily residing there.

But this exclusion does not apply to loss or damage caused by explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

But we will pay for loss by theft of the property of a student who is an "insured" from a residence away from home, provided the student was there at any time during the 45 days immediately preceding the loss.

- (2) Any watercraft, its furnishings, equipment or outboard motors; or
- (3) Trailers or campers;
- l. Inventory shortage;
- m. Disappearance of any "farm personal property" or portable building or structure unless there is evidence that the property was stolen;
- n. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense;
- o. Unauthorized instructions to transfer property to any person or to any place;
- p. Theft of or vandalism to:
 - (1) Any device or instrument, for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:
 - (a). Covered Property; and
 - (b) Permanently installed in the motor vehicle or mobile agricultural vehicle.
 - (2) While in or upon a motor vehicle or mobile agricultural vehicle, any tape, wire, record, disc or other medium for use with any device or instrument that transmits, records, receives or reproduces sound or pictures and that is operated by power from the electrical system of the motor vehicle or mobile agricultural vehicle.
- q. Vandalism or breakage of glass or safety glazing material, if the building or structure was "vacant" for more than 30 consecutive days immediately before the loss.
- r. Dishonest or criminal acts committed by you, any of your partners, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose, regardless of whether:
 - (1) That person acts alone or in collusion with others; or
 - (2) The act is committed during the hours of employment.

This exclusion does not apply to loss by acts of destruction committed by your striking employees (including leased employees), but it does apply to employee (including leased employee) theft.
- s. Transport of "farm personal property", except to the extent of the coverage afforded under Covered Causes of Loss – Basic and Broad.
- t. Any cause included in the following list if that loss or damage is sustained by farm machinery:
 - (1) Collision, upset or overturn of farm machinery or equipment, to the extent of any loss of or damage to the tires or inner tubes of such machinery or equipment. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same machinery or equipment.
 - (2) Contact between a tractor and an implement during towing, hitching or unhitching operations.
 - (3) Foreign objects being taken into any farm machine or mechanical harvester.
 - (4) Contact of farm machinery with the roadbed or ground, causing loss of or damage to that machinery.

However, this Exclusion, (4), does not apply if:

 - (a) Contact with the roadbed or ground results from collision or overturn of covered farm machinery, or from collision or overturn of a vehicle on which the covered farm machinery is being transported. Collision means accidental contact of the farm machinery with another vehicle or with an object. For the purpose of this coverage, the roadbed or ground does not qualify as an object; or
 - (b) The incident causing the loss or damage to covered farm machinery occurs on land other than a roadway, highway or other paved or gravelled surface. The deductible for such loss or damage is the applicable deductible shown in the Declarations, or \$500, whichever is greater.

Covered farm machinery does not include farm machinery being transported by a common or contract carrier, except to the extent that coverage is provided under the Coverage E or Coverage F Coverage Extension for Property in the Custody of a Common or Contract Carrier.

u. Artificially generated electric current, including electric arcing, that disturbs:

- (1) Any electrical devices, appliances or wires; or
- (2) Under Coverages A, B, C and D, any tubes, transistors or similar electronic components.

But:

- (1) Under Coverages A, B, C and D, we will pay for loss of or damage to electric devices, appliances or wires, provided the damage is sudden and accidental.
- (2) If artificially generated electric current results in fire, we will pay for the loss or damage caused by that fire.

v. Smoke, vapor or gas from agricultural smudging or industrial operations, to any building, structure or personal property.

w. The following causes of loss to any building, structure or personal property:

- (1) Wear and tear;
- (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by birds, vermin, rodents, insects or domestic animals.
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (7) Dampness or dryness of atmosphere;
- (8) Changes in temperature or extremes of heat or cold, including freezing. But this exclusion does not apply to freezing of a plumbing, heating, air conditioning or automatic fire protective system or freezing of a household appliance, if you have used reasonable care to:
 - (a) Maintain heat in the building or structure; or
 - (b) Shut off the water supply and drain the system or appliance of water;

(9) Marring or scratching.

But if an excluded cause of loss that is listed in w.(1) through w.(9) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

2. We will not pay for loss or damage caused by or resulting from any of the following, 2.a. through 2.c. But if an excluded cause of loss that is listed in 2.a. through 2.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion applies only if weather conditions contribute in any way with a cause or event excluded in Section E. Exclusions, to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the "insured location".

3. We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

E. Exclusions

The following Exclusions apply when any or all of the Covered Causes of Loss, Basic, Broad or Special, are specified in the Declarations.

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

1. Ordinance Or Law

The enforcement of any ordinance or law:

- a. Regulating the construction, use or repair of any property; or
- b. Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss results from:

- a. An ordinance or law that is enforced even if the property has not been damaged; or
- b. The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

2. Earth Movement

- a. Any earth movement (other than sinkhole collapse), such as earthquake, landslide, mine subsidence or earth sinking, rising or shifting. This exclusion applies whether the earth movement is caused by human or animal forces or any act of nature.

But:

- (1) If earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion; or

- (2) If loss or damage to:

- (a) Farm machinery, vehicles and equipment covered for the Special Causes of Loss; or

- (b) "Livestock";

is caused by earthquake, this Earth Movement exclusion does not apply to such loss or damage.

- b. Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire or volcanic action, we will pay for the loss or damage caused by that fire or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (1) Airborne volcanic blast or airborne shock waves;
- (2) Ash, dust or particulate matter; or
- (3) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to Covered Property.

3. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

4. Intentional Loss

We will not pay for loss or damage arising out of any act committed:

- a. By or at the direction of any "insured"; and
- b. With the intent to cause a loss.

5. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

6. Utility Services

The failure of power or other utility service supplied to the "insured location", however caused, if the failure occurs away from the "insured location", except as provided under Coverage C.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

7. Neglect

Neglect, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

8. War And Military Action

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

9. Water

- a. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- b. Mudslide or mudflow;
- c. Water that backs up or overflows from a sewer, drain or sump; or
- d. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings.

But:

- (1) If water, as described in 9.a. through d. above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage; or
- (2) If loss or damage to:
 - (a) Farm machinery, vehicles and equipment covered for the Special Causes of Loss; or
 - (b) "Livestock";is caused by water as described in 9.a. above, this Water exclusion does not apply to such loss or damage.

Exclusions E.1. through E.9. apply whether or not the loss event results in widespread damage or affects a substantial area.

ENDORSEMENT – ORDINANCE OR LAW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

FARM PROPERTY COVERAGE PART

A. Increased Costs From Enforcement of Ordinance or Law – We will pay up to an additional twenty-five (25) percent of the Limit of Insurance under Coverage A or B for the increased costs you incur due to the enforcement of any ordinance or law that requires or regulates:

1. Construction, demolition, remodeling, renovation, or repair of parts of a covered "dwelling" or other structure damaged by a Covered Cause of Loss; or
2. Demolition and reconstruction of undamaged parts of a covered "dwelling" or other structure necessitated by damage from a Covered Cause of Loss; or
3. Remodeling, removal, or replacement of undamaged parts of a covered "dwelling" or other structure necessary for completion of the remodeling, repair, or replacement of parts damaged by a Covered Cause of Loss.

This is additional insurance.

B. Additional Debris Removal Expense – When damage from the Covered Cause of Loss and the increased costs described in paragraphs A above, exhaust the applicable limit of insurance under Coverage A or B or the enhanced limit of insurance as provided under A above, we will pay up to an additional five (5) percent of the original applicable limit of insurance for the costs you incur to remove debris from the construction, demolition, remodeling, renovation, repair, or replacement of property insured under Coverage A or B.

This is additional insurance.

B. We will not pay for:

1. Loss in value to any "dwelling" or other structure due to the requirements of any ordinance or law; or
2. Costs to comply with any ordinance or law that requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants" in or on any "dwelling" or other structure.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – COVERAGE ENHANCEMENTS AND INCREASED LIMITS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance coverage provided under the following:

FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES, AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM

A. SECTION I – Coverages – Coverage B – Other Private Structures Appurtenant to Dwellings Item A, Coverage – Paragraph 1, Covered Property, is entirely deleted and replaced with the following:

1. Covered Property – All of the following are Covered Property under Coverage B of this Coverage Form, provided a Limit of Insurance is shown in the Declarations:

Private structures you own that are appurtenant to a covered "dwelling" and:

- a. Separated from it by clear space; or
- b. Attached to it only by a fence, utility line, or similar connection.

Fences, driveways, sidewalks, and other permanently installed outdoor fixtures that are within two hundred and fifty (250) feet of the "dwelling" covered under Coverage A.

B. SECTION I – Coverage B – Other Private Structures Appurtenant to Dwellings; Coverage C – Household Personal Property; and SECTION III – Additional Coverages; the Special Limits of Insurance are amended as shown in the Schedule below. If a revised limit is shown that limit applies to the Coverage unless a different amount is shown in the Declarations. The amount shown in the Declarations will apply:

DESCRIPTION OF THE SPECIAL LIMIT OF INSURANCE:	Limit of Insurance in the Coverage Form:	Limit of Insurance Changed To:
Coverage B, Outdoor radio and TV antennas and towers and satellite dishes	\$250	\$1,000
Coverage C, Gold other than goldware, "money", platinum, and silver other than silverware:	\$200	\$3,000
Letters of credit, manuscripts, passports, and "securities"	\$1,500	\$5,000
Watercraft, including their equipment, furnishings, et cetera	\$1,500	\$5,000
Trailers not used with watercraft nor for farming operations:	\$1,500	\$5,000
Gravemarkers	\$1,000	\$5,000
"Business property" on the "insured location"	\$2,500	\$5,000
"Business property" off the "insured location"	\$250	\$1,500
Theft of:		
Furs, jewelry, precious and semiprecious stones, and watches	\$1,500	\$5,000
Goldware, goldplated ware, silverware, silverplated ware, and pewterware, et cetera.	\$2,500	\$5,000
Firearms	\$2,500	\$7,500
Loss to electronic apparatus, while in or upon a motor vehicle, et cetera	\$1,500	\$3,000
Loss to electronic apparatus, while not in or upon a motor vehicle, et cetera	\$1,500	\$3,000
SECTION III – ADDITIONAL COVERAGES:		
B. Credit Cards And Fund Transfer Cards; Forgery; Counterfeit Currency	\$500	\$1,500

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – CHANGED LIMITS OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM

A. SECTION I – Coverages – Coverage E – Scheduled Farm Personal Property – A, Coverage – 3, Special Limits of Insurance Under Coverage E, Paragraph c, is entirely deleted and replaced with the following:

c. The Limit of Insurance on any one item of miscellaneous equipment is \$5,000.

B. SECTION II – Coverage Extensions – Paragraph B, Covered Property Away From the "Insured Location" – Paragraph 1, subparagraphs a, and b, are entirely deleted and replaced with the following:

- a. One hundred (100) percent for Miscellaneous Equipment Usual or Incidental to the Operation of a Farm;**
- b. One hundred (100) percent for Farm Machinery individually described and specifically covered in the Declarations that is Usual or Incidental to the Operation of a Farm; or**
- c. Ten (10) percent, for other types of property.**

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE ENHANCEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM

A. SECTION II – Coverage Extensions – Coverage Extension A, Private Power and Light Poles is entirely deleted and replaced with the following:

A. Private Power and Light Poles – We will pay up to \$1,000 in any one occurrence as an additional amount of insurance for direct physical loss of or damage to private power and light poles, outside wiring and attachments. Attachments include attached switch boxes, fuseboxes, and other electrical equipment mounted on poles you own at the "insured location". The \$1,000 limit applies in excess of any applicable Deductible.

If specific private power and light poles are shown in the Declarations, the Limit of Insurance shown for them will be in addition to the \$1,000 Limit.

B. SECTION III – Additional Coverages – Additional Coverage D, Removal of Fallen Trees is added:

D. Removal of Fallen Trees:

1. We will pay the reasonable expense you incur removing any fallen tree from the "insured location", provided, in falling, the tree damaged Covered Property under Coverage G and:

a. The tree is located more than 250 feet from the damaged Covered Property; and

b. The tree fell as the direct result of a Covered Cause of Loss.

2. The most we will pay under this Additional Coverage is \$1,000 in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be available for the removal of any one tree.

This Additional Coverage is additional insurance.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

FARM
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FARM LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section IV – Definitions.

SECTION I – COVERAGES

COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the "insured" becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the "insured" against any "suit" seeking those damages. However, we will have no duty to defend the "insured" against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section II – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverage H or I or medical expenses under Coverage J.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Additional Coverages.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

- d. "Property damage" that is loss of use of tangible property that is not physically injured will be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions

This Insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the "insured" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the "insured" would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for an "insured's" "indemnitee" shall be deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such "indemnitee" for, or for the cost of, that "indemnitee's" defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that "indemnitee" against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are claimed.

c. Pollution

- (1) "Bodily injury" and "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any "insured";
 - (b) At or from any premises, site or location which is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:
 - (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

d. Release Or Discharge From Aircraft

"Bodily injury" or "property damage" caused by or resulting from any substance released or discharged from an aircraft.

This exclusion does not apply to model or hobby aircraft unless used or designed to carry an operator(s), any other person(s) or cargo.

e. Aircraft, Motor Vehicle, Motorized Bicycle Or Tricycle

"Bodily injury" or "property damage" arising out of:

- (1) Ownership of any aircraft, "motor vehicle", motorized bicycle or tricycle by any "insured"; or
- (2) Maintenance, use, operation or "loading or unloading" of any aircraft, "motor vehicle", motorized bicycle or tricycle by any "insured" or any other person.

This exclusion does not apply to:

- (a) An aircraft that causes "bodily injury" or "property damage" to a "residence employee" who is not operating or maintaining it;
- (b) Parking a "motor vehicle" or motorized bicycle or tricycle on, or on the ways next to, premises you own or rent, provided the "motor vehicle" is not owned by, or rented or loaned to you or the "insured";
- (c) A "motor vehicle" not subject to motor vehicle registration by reason of its exclusive use as a device for assisting the handicapped.
- (d) A licensed recreational "motor vehicle" owned by an "insured", provided the "occurrence" takes place on the "insured location";
- (e) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section IV);

f. Watercraft

"Bodily injury" or "property damage" arising out of:

- (1) Ownership by any "insured" of an excluded watercraft described below; or
- (2) Maintenance, use, operation or "loading or unloading", by any "insured" or any other person, of an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor or are sailing vessels, whether owned by or rented to an "insured". This exclusion does not apply to watercraft:

- (1) That are not sailing vessels and are powered by:
 - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
 - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
 - (c) One or more outboard engines or motors with 25 total horsepower or less;
 - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
 - (e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:
 - (i) You acquire them prior to the policy period; and
 - i. You declare them at policy inception; or
 - ii. Your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
 - (ii) You acquire them during the policy period.This coverage applies for the policy period.
- (2) That are sailing vessels, with or without auxiliary power:
 - (a) Less than 26 feet in overall length;
 - (b) 26 feet or more in overall length, not owned by or rented to an "insured".
- (3) That are stored.

This exclusion does not apply to "occurrences" of "bodily injury" or "property damage":

- (1) That take place on the "insured location"; or
- (2) Sustained by a "residence employee" in the course of employment by an "insured".

g. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by a "motor vehicle" owned or operated by, or rented or loaned to, any "insured"; or
- (2) The use of any self-propelled land vehicle, or "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, strength or demolition contest or in any stunting activity.

h. Use Of Livestock Or Other Animals

"Bodily injury" or "property damage" arising out of:

- (1) The use of any livestock or other animal in, or while in practice or preparation for, a prearranged racing, speed or strength contest, or prearranged stunting activity. But this Exclusion h.(1) applies only to "occurrences", arising out of such contests or activities, that take place at the site designated for the contest or activity; or
- (2) The use of any livestock or other animal, with or without an accessory vehicle, for providing rides to any person for a fee or for providing rides in connection with or during a fair, charitable function or similar type of event.

i. Business Pursuits

"Bodily injury" or "property damage" arising out of or in connection with a "business" engaged in by an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to an "insured" minor involved in self-employed "business" pursuits that are occasional or part-time and customarily undertaken on that basis by minors.

A minor, as used in this exception, means a person who has not attained his or her:

- (1) 18th birthday; or
- (2) 21st birthday if a full-time student.

But in the event of "property damage" to which this exception may apply, the person who sustains the "property damage" must be someone other than an "insured".

j. Custom Farming

"Bodily injury" or "property damage" arising out of the "insured's" performance of, or failure to perform, "custom farming" operations.

But this exclusion will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence".

k. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of, or failure to render, professional services.

l. Rental Of Premises And Ownership Or Control Of Premises

"Bodily injury" or "property damage" arising out of:

- (1) An act or omission in connection with any location (other than an "insured location") that is rented to, or owned or controlled by, the "insured".

The only exceptions to this exclusion are in "occurrences" of "bodily injury" or "property damage" sustained by a "residence employee" arising out of and in the course of employment by the "insured".

- (2) The rental or holding for rental of an "insured location".

This exclusion does not apply to:

- (a) The rental of a farm premises shown in the Declarations, provided the premises is rented for "farming" purposes and the rental commences during the present annual policy period.
- (b) The rental of a farm premises acquired during the present annual policy period, provided the rental is for "farming" purposes.
- (c) The rental of a residence for residential purposes, provided:
 - (i) The residence is located on a farm premises used for "farming" purposes; and
 - (ii) Such farm premises is shown in the Declarations or acquired during the present annual policy period; and
 - (iii) The rental commences during the present annual policy period.
- (d) The occupancy of a part of your principal residence as:
 - (i) Living quarters, by no more than two roomers or boarders; or
 - (ii) An office, school, studio or private garage.

- (e) The occasional occupancy of your principal residence by persons using the residence exclusively as living quarters.

Exclusion 2.i. under Coverage H does not apply with respect to the coverage provided in (a), (b), (c), (d) or (e) above.

m. Communicable Disease

"Bodily injury" or "property damage" arising out of the transmission of a communicable disease by an "insured".

n. Workers' Compensation Or Similar Law

Any obligation of the "insured" under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

o. Employers' Liability

"Bodily injury" sustained by:

- (1) Any employee (other than a "residence employee") as a result of his or her employment by the "insured";
- (2) Any "residence employee", unless the employee makes a written claim or brings "suit" no later than 36 months after the end of the policy period; or
- (3) The spouse, child, parent, brother or sister of any employee as a consequence of "bodily injury" to that employee.

This exclusion applies whether the "insured" may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" for which the "insured" has assumed liability under an "insured contract".

p. Building Or Structure Under Construction

"Bodily injury" arising out of any premises on which a building or structure is being constructed.

The only exception to this exclusion is in an "occurrence" of "bodily injury" sustained by:

- (1) Persons who are not "insureds"; or
- (2) "Residence employees" of an "insured" arising out of or in the course of their employment.

But this exception requires that:

- (1) In the case of a building that will be used as a dwelling:
 - (a) It is located on an "insured location"; and
 - (b) It is intended for occupancy by an "insured", or by an "insured's" "farm employees" or "residence employees";

- (2) In the case of buildings or structures that will be used in "farming" operations, they are located on an "insured location" and intended for the use of an "insured".

q. Bodily Injury To An Insured

"Bodily injury" to you or to any "insured" within the meaning of "insured" as defined in Paragraph 9. in Section IV – Definitions.

This exclusion also applies to any claim made or "suit" brought against you or any "insured":

- (1) To repay; or
- (2) Share damages with;
another person who may be obligated to pay damages because of such "bodily injury".

r. Damage To Property

"Property damage" to:

- (1) Property you own;
- (2) Property you rent or occupy;
- (3) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (4) Property loaned to you;
- (5) Personal property in the care, custody or control of the "insured".

s. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

t. Damage To Your Work

"Property damage" to:

- (1) "Your work", arising out of it or any part of it; or
- (2) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

But with respect to "custom farming", Exclusion t. will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence".

u. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

But with respect to "custom farming", Exclusion u. will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence".

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" after it has been put to its intended use.

v. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

If such product, work, or property is withdrawn or recalled from the market or from use, by any person or organization, because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

w. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

x. Controlled Substances

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions c. through v. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section II – Limits Of Insurance.

COVERAGE I – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the "insured" becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the "insured" against any "suit" seeking those damages. However, we will have no duty to defend the "insured" against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section II – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages H or I or medical expenses under Coverage J.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Additional Coverages.

b. This insurance applies to "personal injury" only if caused by an offense:

- (1) Committed during the policy period; and
- (2) Arising out of personal activities or out of operations usual or incidental to "farming", excluding advertising, publishing, broadcasting or telecasting done by or for you.

c. This insurance applies to "advertising injury" only if caused by an offense committed:

- (1) In the "coverage territory" during the policy period; and
- (2) In the course of advertising your farm-related goods, products or services.

2. Exclusions

This insurance does not apply to:

a. "Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of the willful violation of a penal statute or ordinance committed by, or with the consent of, the "insured";

(4) For which the "insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement; or

(5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

b. "Personal injury":

- (1) Arising out of the "business" pursuits of the "insured";
- (2) Arising out of civic or public activities performed for pay by the "insured".

c. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong quotation or description of the price of goods, products or services; or
- (4) An offense committed by an "insured" whose "business" is advertising, broadcasting, publishing or telecasting.

d. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COVERAGE J – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay reasonable medical expenses incurred or medically ascertained within 3 years from the date of an accident causing "bodily injury".

We will make these payments regardless of fault.

Reasonable medical expenses means expenses incurred or ascertained for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

b. This coverage applies only:

- (1) To a person (other than an "insured") who is on the "insured location" with the permission of an "insured", or
- (2) To a person (other than an "insured") off the "insured location", provided the "bodily injury":
 - (a) Arises out of a condition on the "insured location" or the ways immediately adjoining it;
 - (b) Is caused by the activities of an "insured" or by a "farm employee" in the course of employment by an "insured";
 - (c) Is caused or sustained by a "residence employee" in the course of employment by an "insured"; or
 - (d) Is caused by an animal owned by or in the care of an "insured".

2. Exclusions

We will not pay expenses for "bodily injury" to:

- a. Any person injured while on the "insured location" by reason of:
- (1) Professional services being rendered there; or
 - (2) "Business" being engaged in there. This Exclusion, a.(2), applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

The only exceptions to a.(1) and (2) are in "occurrences" of "bodily injury" to a "residence employee".

- b. Any person injured due to an act or omission in connection with any location (other than an "insured location") that is owned, rented or controlled by the "insured".

The only exceptions to this exclusion are in "occurrences" of "bodily injury" sustained by a "residence employee" arising out of and in the course of employment by the "insured".

- c. Any "farm employee" or other person engaged in work usual or incidental to the maintenance or use of the "insured location" as a farm.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" sustained by a "residence employee" or by a person on the "insured location" in a neighborly exchange of assistance for which the "insured" is not obligated to pay any money.

- d. Any person eligible to receive any benefits that an "insured" voluntarily provides or is required to provide under any workers' compensation, non-occupational disability or occupational disease law.

- e. Any person regularly residing on any part of the "insured location" or who is a resident member of your household.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" to a "residence employee".

- f. Any person, if the "bodily injury" is excluded under Coverage H; or

- g. Any person injured due to war, whether or not declared, or due to any act or condition incident to war. War includes civil war, insurrection, rebellion and revolution.

ADDITIONAL COVERAGES

1. Supplementary Payments – Coverages H And I

We will pay, with respect to any claim we investigate or settle, or any "suit" against an "insured" we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Coverage H applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

- e. All costs taxed against the "insured" in the "suit".
- f. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

If we defend an "insured" against a "suit" and an "indemnatee" of the "insured" is also named as a party to the "suit", we will defend that "indemnatee" provided all of the following conditions are met:

- a. The "suit" against the "indemnatee" seeks damages for which the "insured" has assumed the liability of the "indemnatee" in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the "insured";
- c. The obligation to defend, or the cost of the defense of, that "indemnatee", has also been assumed by the "insured" in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the "insured" and the interests of the "indemnatee";
- e. The "indemnatee" and the "insured" ask us to conduct and control the defense of that "indemnatee" against such "suit" and agree that we can assign the same counsel to defend the "insured" and the "indemnatee"; and
- f. The "indemnatee":

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the "indemnatee"; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the "indemnatee"; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the "indemnatee" in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that "indemnatee", necessary litigation expenses incurred by us and necessary litigation expenses incurred by the "indemnatee" at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph b.2. of the Contractual Liability Exclusion (Exclusion 2.) under Coverage H – Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an "insured's" "indemnatee" and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

2. Damage To Property Of Others

- a. We will pay up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured".

At our option, we will either:

- (1) Pay the actual cash value of the property; or
- (2) Repair or replace the property with other property of like kind and quality.

- b. But we will not pay for "property damage":

- (1) Caused intentionally by an "insured" who is 13 years of age or older;
- (2) To property owned by or rented to an "insured", a tenant of an "insured", or a member of your household; or
- (3) Arising out of:
 - (a) Professional services, or a "business" engaged in by an "insured";
 - (b) An act or omission in connection with any premises (other than an "insured location") that are owned, rented or controlled by the "insured"; or

- (c) The ownership, maintenance, operation, use, or "loading or unloading" of any "motor vehicle", motorized bicycle or tricycle, farm machinery or equipment, aircraft or watercraft.

COVERAGE EXTENSION – COVERAGES H, I AND J

The words "you" and "your", throughout this Coverage Form, include your spouse if a resident of the same household.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the provisions below fix the most we will pay regardless of the number of:

- a. "Insureds";
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage H and Coverage I; and
- b. Medical expenses under Coverage J.

3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage H and
 - b. Medical expenses under Coverage J
- because of all "bodily injury" and "property damage" arising out of any one "occurrence".

All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

Included within the Each Occurrence Limit is a special Limit of Insurance of \$10,000, which is the most we will pay for all covered damages that the "insured" becomes legally obligated to pay because of statutorily imposed vicarious liability for the actions of a child or minor. However, we will not pay for those damages excluded by means of 2.e. or 2.f. of Section I – Coverage H, Exclusions.

4. Subject to the first paragraph in Paragraph 3., above, the Fire Damage Limit is the most we will pay under Coverage H for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

5. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage I for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

6. Subject to 3. above, the Medical Expense Limit is the most we will pay under Coverage J for all medical expenses because of "bodily injury" sustained by any one person.

The limits for this Coverage Form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – FARM LIABILITY CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

LOSS CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve us of our obligations under this Coverage Form.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any "insured", you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other "insured" involved must:

- (1) Notify the police if a law may have been broken;
- (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (3) Authorize us to obtain records and other information;

(4) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(5) At our request, assist us in the enforcement of any right against any person or organization that may be liable to the "insured" because of injury or damage to which this insurance may also apply.

d. No "insured" will, except at that "insured's" own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Any injured person who makes a claim for payment of medical expenses under the provisions of Coverage J must:

(1) Give us written proof of claim, under oath if required, as soon as practicable;

(2) Execute authorization to allow us to obtain copies of medical reports and records; and

(3) Submit to physical examination by a physician selected by us when and as often as we reasonably require.

Requirements (1) and (2) above may be carried out by a person acting on behalf of the injured person.

f. If loss occurs under Additional Coverage 2. – Damage To Property Of Others, you must submit to us within 60 days after the loss, a signed, sworn proof of loss, and exhibit the damaged property, if within your control.

3. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured" obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

5. No Admission Of Liability With Medical Payments

No payment we make under the provisions of Coverage J constitutes an admission of liability by any "insured" or us.

6. Other Insurance

This condition applies only if, in addition to the insurance provided under this Coverage Form, the "insured" has other insurance under this or any other policy covering the same obligations to pay damages and provide defense against "suits" for damages.

a. We will pay only the proportion of covered damages and related defense costs that the applicable Limit of Insurance under this Coverage Form bears to the total amount of all your insurance providing the same coverage, in covered "occurrences" arising from any cause **except** the ownership, maintenance, use, operation or "loading or unloading" of a:

(1) "Motor vehicle";

(2) Vehicle which qualifies as "mobile equipment" only while used on premises you own or rent; or

(3) Watercraft.

b. In covered "occurrences" arising from the ownership, maintenance, use, operation or "loading or unloading" of a conveyance described in (1), (2) or (3) above, this insurance will not apply to the extent that any collectible insurance, whether primary, excess or contingent, is available to the "insured".

7. Transfer Of Rights Of Recovery Against Others To Us

If the "insured" has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

ADDITIONAL CONDITIONS

1. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

2. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

3. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each "insured" against whom claim is made or "suit" is brought.

SECTION IV – DEFINITIONS

- 1. "Advertising injury" means an injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
- 2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, and includes death resulting from any of these at any time.
- 3. "Business" means a trade, profession, occupation, enterprise or activity, other than "farming" or "custom farming", which is engaged in for the purpose of monetary or other compensation.
- 4. "Custom farming" means performance of specific planting, cultivating, harvesting or similar specific "farming" operations by an "insured", at a farm that is not an "insured location", when the performance is for, and under the direction or supervision of, the owner or operator of the farm or the authorized representative of the owner or operator.

But "custom farming" does not mean:

- a. Operations conducted at a premises rented to, leased to or controlled by an "insured";
- b. Operations for which no compensation in money or goods is received; or
- c. A neighborly exchange of services.
- 5. "Farm employee" means any "insured's" employee whose duties are principally in connection with the maintenance or use of the "insured location" as a farm. These duties include the maintenance or use of the "insured's" farm equipment.

But "farm employee" does not mean any employee while engaged in an "insured's" "business".

- 6. "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your farm premises, maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the Declarations, "farming" does not include:

- a. Retail activity other than that described above; or
- b. Mechanized processing operations.

- 7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

- 8. "Indemnatee" means a person whose liability for payment of damages because of "bodily injury" or "property damage" covered under this Coverage Form has been assumed by an "insured" under an "insured contract".

- 9. "Insured"

- a. "Insured" means you, and if you are:

- (1) An individual, "insured" also means the following members of your household:

- (a) Your relatives;
- (b) Any other person under the age of 21 who is in the care of any person specified above.

- (2) A partnership or joint venture, "insured" also means your members and your partners and their spouses, but only with respect to the conduct of your "farming" operations.

- (3) A limited liability company, "insured" also means:

- (a) Your members, but only with respect to the conduct of your "farming" operations; and
- (b) Your managers, but only with respect to their duties as your managers.

- (4) An organization other than a partnership, joint venture, or limited liability company, "insured" also means:

- (a) Your executive officers and directors, but only with respect to their duties as your officers and directors; and

(b) Your stockholders, but only with respect to their liability as stockholders.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

b. "Insured" also means any of your employees other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts that:

(1) Cause "bodily injury" or "personal injury" to someone other than you, your partners or members (if you are a partnership or joint venture), your members (if you are a limited liability company) or a co-employee; and

(2) Are within the scope of the employee's employment by you. The providing of professional health care services or the failure to provide them will not be considered to be within the scope of any employee's employment by you.

c. "Insured" also means any person (other than your employee), or any organization while acting as your real estate manager.

d. "Insured" also means any person or organization:

(1) Legally responsible for animals or watercraft owned by an "insured" as defined in a. above, but only insofar as:

(a) The insurance under this Coverage Form applies to "occurrences" involving animals or watercraft;

(b) That person's or organization's custody or use of the animals or watercraft does not involve "business"; and

(c) That person or organization has the custody or use of the animals or watercraft with the owner's permission.

e. "Insured" also means any person using a vehicle on the "insured location" with your consent, provided this insurance applies to the vehicle.

10. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. That part of any other contract or agreement pertaining to your "farming" operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph e. does not include that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

11. "Insured location" means:

a. The farm premises (including grounds and private approaches) and "residence premises" shown in the Declarations;

b. The part of other premises, or of other structures and grounds, that is used by you as a residence and:

(1) Shown in the Declarations; or

(2) Acquired by you during the present annual policy period for your use as a residence;

c. Premises used by you in conjunction with the premises included in a. or b. above;

d. Any part of premises not owned by any "insured" but where an "insured" is temporarily residing;

e. Vacant land owned by or rented to an "insured";

f. Land, owned by or rented to an "insured", on which:

(1) A dwelling is being constructed for occupancy by an "insured", or by an "insured's" "farm employees" or "residence employees"; or

(2) A building or structure is being constructed for use of an "insured" in "farming" operations.

g. Individual or family cemetery plots or burial vaults of an "insured";

h. Any part of premises occasionally rented to any "insured" for other than "business" purposes; and

- i. Any farm premises (including its grounds and private approaches) that you or your spouse acquire during the present annual policy period.

12. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "motor vehicle";
- b. While it is in or on an aircraft, watercraft or "motor vehicle"; or
- c. While it is being moved from an aircraft, watercraft or "motor vehicle" to the place where it is finally delivered.

But "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "motor vehicle".

13. "Mobile equipment" means the following, including any attached machinery or equipment:

- a. Bulldozers, forklifts and tractors designed for use principally off public roads;
Other farm machinery designed for use:
(1) Principally off public roads; and
(2) As implements for cultivating or harvesting;
- b. Vehicles while on premises you own or rent;
- c. Vehicles that travel on crawler treads, except that snowmobiles are "mobile equipment" only while on an "insured location" or any premises you own or rent.
- d. Vehicles, whether self-propelled or not, on which are permanently mounted:
(1) Power cranes, shovels, loaders, diggers or drills; or
(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
(2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above that are maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "motor vehicles":

- (1) Equipment designed primarily for:
(a) Road maintenance, but not construction or resurfacing; or
(b) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

14. "Motor Vehicle"

- a. As used in this Coverage Form, the term "motor vehicle" means:

- (1) A motorized land vehicle, trailer or semi-trailer:
(a) Designed for travel on public roads; or
(b) Used on public roads;
unless it qualifies as "mobile equipment";
- (2) Any machinery or equipment attached to a vehicle, trailer or semitrailer included in (1) above;
- (3) A motorized golf cart, snowmobile or other motorized land vehicle owned by an "insured" and designed for recreational use off public roads, while off an "insured location"; or
- (4) Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle included in (1), (2) or (3) above.

- b. But "motor vehicle" does not mean:

- (1) "Mobile equipment";
- (2) A boat, camp trailer, home trailer or utility trailer unless it is being towed by or carried on a motorized land vehicle included in a.(1) above; or
- (3) A motorized golf cart while used for golfing purposes.

15. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
16. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or Imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
17. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
18. "Residence employee" means an "insured's" employee whose duties are principally in connection with the maintenance or use of the "residence premises", including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the "business" of any "insured".
19. "Residence premises" means your principal residence and the grounds and structures appurtenant to it.
- "Residence premises" does not include any part or parts of a building or structure that are used for "business".
20. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.
21. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You; and
 - (2) Others trading under your name.
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" does not include property rented to or located for the use of others but not sold.
- "Your product" includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of "your product"; and
 - b. The providing of or failure to provide warnings or instructions.
22. "Your work" means:
- a. Work or operations performed by you or on your behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - b. The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – MIGRANT AND
SEASONAL AGRICULTURAL WORKER
PROTECTION ACT**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM
FARM EMPLOYERS LIABILITY AND FARM EMPLOYEES MEDICAL PAYMENTS INSURANCE
ENDORSEMENT
BASIC FARM PREMISES LIABILITY ENDORSEMENT
BROAD FARM PREMISES LIABILITY ENDORSEMENT

This Insurance does not apply to damages awarded under:

- A.** The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801 et seq.) (hereinafter "MSAWPA");
- B.** Any law, due to violation of the MSAWPA; or
- C.** Any regulation promulgated pursuant to the MSAWPA.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

A. Coverage H – Bodily Injury And Property Damage Liability

Under 2. Exclusions, Exclusion c. Pollution: Subparagraph (a) of Item (1) does not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a fire, if the fire:

1. Is set by the "insured" on the "insured location"; and
2. Is set for the purpose of burning off crop stubble or other vegetation and is consistent with normal and usual agricultural practice; and
3. Is not set in violation of an ordinance or law.

B. Chemical Drift Liability Coverage is added to the Farm Liability Coverage Form as Coverage M, as described and limited in 1. through 5. below.

1. Insuring Agreement

- a. We will pay those sums that the "insured" becomes legally obligated to pay as damages for physical injury to crops or animals if:

- (1) The injury was caused by discharge, dispersal, release or escape into the air, from the "insured location", of the chemicals, liquids or gases that the "insured" has used in normal and usual agricultural operations; and
- (2) The chemicals, liquids or gases entered into the air by some means other than discharge, dispersal, release or escape from aircraft.

The term physical injury does not include any indirect or consequential damages such as loss, at any time, of market for crops or animals or of use of soil or animals.

This coverage applies only to physical injury that occurs during the policy period. The physical injury must be caused by an "occurrence".

- b. We will have the right and duty to defend the "insured" against any "suit" seeking damages for covered physical injury. However, we will have no duty to defend the "insured" against any "suit" seeking damages for physical injury to which this insurance does not apply. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described below in 3., Aggregate Limit Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Aggregate Limit of Insurance in the payment of judgments or settlements under Chemical Drift Liability Coverage.

As used in this endorsement the term "suit" means a civil proceeding in which damages because of physical injury to which this insurance applies are alleged.

"Suit" includes:

- (1) An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
 - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.
- c. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Subitems a. through g. in the first paragraph of Item 1. Supplementary Payments of the Additional Coverages in the Farm Liability Coverage Form.

2. Exclusions

Chemical Drift Liability Coverage does not apply to:

a. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, chemicals, liquids or gases.

b. Physical injury to crops or animals arising out of agricultural operations which are in violation of an ordinance or law.

c. Physical injury to crops or animals expected or intended from the standpoint of the "insured".

d. Physical injury to crops or animals for which the "insured" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract", provided the physical injury occurs subsequent to the execution of the contract or agreement; or
- (2) That the "insured" would have in the absence of the contract or agreement.

With respect to Chemical Drift Liability Coverage, Paragraph e. of the "insured contract" definition in the Farm Liability Coverage Form is deleted and replaced by the following:

- e. That part of a contract or agreement pertaining to your "farming" operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay a third person or organization for physical injury to crops or animals. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

However, Paragraph e. above does not include that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

e. Physical injury to crops or animals you own, rent or borrow.

3. AGGREGATE LIMIT OF INSURANCE for CHEMICAL DRIFT LIABILITY COVERAGE: \$25,000

a. Our total liability for Coverage M, Chemical Drift Liability Coverage, is the Aggregate Limit of Insurance stated above, unless a different Aggregate Limit of Insurance is stated for Coverage M in the Declarations.

b. The stated Aggregate Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance.

c. Therefore, the stated Aggregate Limit of Insurance is the most we will pay for the applicable period of time as described in b. above, regardless of the number of:

- (1) "Occurrences";
- (2) "Insureds";
- (3) Claims made or "suits" brought; or
- (4) Persons or organizations making claims or bringing "suits".

4. Section III – Farm Liability Conditions of the Farm Liability Coverage Form applies to Chemical Drift Liability Coverage.

5. Words and phrases that appear in quotation marks in this endorsement have meaning as defined in Section IV – Definitions of the Farm Liability Coverage Form, unless otherwise defined in this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL RESIDENCE RENTED TO OTHERS

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

SCHEDULE*

Description of Residence:	Building #1, Location #1 - Dwelling
Location of Residence:	4300 Washington St., Wisconsin Rapids, WI 54494
Number of Families:	1
Description of Residence:	Location #2 - Building #1 - Dwelling
Location of Residence:	4121 Washington St., Wisconsin Rapids, WI 54494
Number of Families:	1
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	

A. For the purpose of Coverage H - Bodily Injury And Property Damage Liability, and Coverage J - Medical Payments, the residence(s) listed in the Schedule is included in the meaning of "insured location".

B. Exclusion 2.I.(2) of Coverage H (Section I) does not apply with respect to the residence(s) listed in the Schedule.

FARM
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM PERSONAL LIABILITY ENDORSEMENT

A. The following exclusion is added to:

1. Paragraph 2. **Exclusions** of Section I – Coverage H – **Bodily Injury And Property Damage Liability** in the Farm Liability Coverage Form; and
2. Paragraph A.2. **Exclusions** of Coverage A – **Bodily Injury And Property Damage Liability** in the Personal Liability Endorsement:

WAR

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages, Coverage I – **Personal And Advertising Injury Liability** in the Farm Liability Coverage Form:**

WAR

"Personal injury" or "advertising injury", however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Exclusion g. under Paragraph 2. **Exclusions of Section I – Coverage J – **Medical Payments** in the Farm Liability Coverage Form does not apply. Medical payments due to war are now subject to Exclusion f. of Paragraph 2. **Exclusions** of Section I – Coverage J – **Medical Payments** since "bodily injury" arising out of war is now excluded under Coverage H.**

D. The following exclusion is added to Paragraph B.2. **Exclusions of Coverage B – **Personal Injury Liability** in the Personal Liability Endorsement:**

WAR

"Personal injury", however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

FARM
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION – LIABILITY

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

A. The following is added to Paragraph 2., Exclusions of Section I – Coverages, Coverage H – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" and "property damage" that would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

B. The following is added to Paragraph 2., Exclusions of Section I – Coverages, Coverage I – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does apply to:

Fungi Or Bacteria

- a. "Personal injury" that would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.

C. The following is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under the Farm Liability Coverage Form or any endorsement modifying the Farm Liability Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury" or "advertising injury" as may be defined in the Farm Liability Coverage Form or any endorsement modifying the Farm Liability Coverage Form.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- a. Physical injury that involves a substantial risk of death; or
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs B.5. or B.6. are exceeded.

With respect to this Exclusion, Paragraphs B.5. and B.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under the Farm Liability Coverage Form or any endorsement modifying the Farm Liability Coverage Form.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under the Farm Liability Coverage Form or any endorsement modifying the Farm Liability Coverage Form.

ENDORSEMENT – ASBESTOS, LEAD, AND SILICA EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE PART

EXCLUSION – Asbestos, Lead, and Silica – This insurance does not apply to "bodily injury", including Medical Payments, "property damage", "advertising injury", or "personal injury" arising out of or in any way directly or indirectly relating to:

A. The use of asbestos, lead, or silica in constructing or manufacturing any good, product, or structure; and

B. The manufacture, mining, processing, installation, handling, testing, ownership, sale, resale, abatement, removal, transportation, storage, or disposal of asbestos, lead, or silica:

1. Fiber;
2. Dust;
3. Structures;
4. Goods; or
5. Products; including any:
 - a. Products containing asbestos, lead, or silica; or
 - b. Material containing asbestos, lead, or silica; and

C. Exposure to, inhalation of, ingestion of, consumption of or absorption of asbestos, lead, or silica:

1. Fiber;
2. Dust;
3. Structures;
4. Goods; or
5. Products; including any:
 - a. Products containing asbestos, lead, or silica; or
 - b. Material containing asbestos, lead, or silica; and

D. Any error or omission in supervision, instructions, recommendations, notices, warnings, advice given, or that should have been given in connection with asbestos, lead, or silica:

1. Fiber;
2. Dust;
3. Structures;
4. Goods; or
5. Products; including any:
 - a. Products containing asbestos, lead, or silica; or
 - b. Material containing asbestos, lead, or silica; and

E. Any device or product that is designed or used to protect any person or organization from exposure to, inhalation of or ingestion of asbestos, lead, or silica:

1. Fiber;
2. Dust;
3. Structures;
4. Goods; or
5. Products; including any:
 - a. Products containing asbestos, lead, or silica; or
 - b. Material containing asbestos or lead.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – EQUINE ACTIVITIES – OWNER OCCUPIED INSURED LOCATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

A. SECTION I – Coverages – Coverage H – Bodily Injury and Property Damage Liability – Item 2., Exclusions Paragraph h., Use of Livestock or Other Animals, is entirely deleted and replaced with the following:

h. Use of Livestock or Other Animals:

- (1) "Bodily Injury" to any person arising out of their use of any horse or other animal while participating in, and/or in practice or preparation for:
 - (a) Racing, including but not limited to harness, steeplechase, or flat racing;
 - (b) Polo;
 - (c) Medieval games, including but not limited to jousting;
 - (d) Rodeo or rodeo type events, contests or exhibitions, including but not limited to calf roping, team roping, bull riding, steer wrestling, bareback riding, saddle bronco riding, bull fighting, calf scrambling, and/or rodeo clown activities;
 - (e) Hunts and hunting, other than the horse show riding discipline of hunter/jumper; and/or
 - (f) Vaulting; or
- (2) "Bodily injury" or "property damage" to any person arising out of the use of any horse or other animal by the following types of facilities and/or businesses:
 - (a) Petting zoos;
 - (b) Dude ranches;
 - (c) Horse related resorts;
 - (d) Horse related guest ranches;
 - (e) Horse related bed and breakfasts;
 - (f) Horse related homeowners' associations; and/or
 - (g) Horse related guest farms; or
- (3) "Bodily injury" or "property damage" arising out of the conduct and/or operation of any "insured" in using, providing, or renting horses or other animals for any activity for a fee, including but not limited to the following:
 - (a) Riding;
 - (b) Hay rides;
 - (c) Carriage, buggy, wagon, or other vehicle rides;
 - (d) Sleigh rides;
 - (e) Trail rides; and/or
 - (f) Pony Rides.

However, subparagraph (3) does not apply to horse riding instruction provided for a fee as part of a program of instruction in riding horses.

B. SECTION I – Coverages – Additional Coverages – Item 2., Damage To Property Of Others – Paragraph b., subparagraph (3) (a) is entirely deleted and replaced by the following:

(a) Professional services, a "business," or "equine activities" engaged in by an "insured".

C. SECTION IV – Definitions – The following definitions are entirely deleted and replaced by the following:

6. "Farming" means the operation of an agricultural enterprise and includes "equine activities".

18. "Residence employee" means an "insured's" employee while performing duties in connection with the maintenance or use of the "residence premises", including household or domestic services. However, "residence employee" does not include any "insured's" employee while performing duties in connection with any "equine activities" or "business" of any "insured".

19. "Residence premises" means your principal residence and the grounds and structures appurtenant to it. "Residence premises" does not include any part of parts of a building or structure that are used for any "equine activities" or "business".

D. SECTION IV – DEFINITIONS – In addition to the definitions contained in the Coverage Form the following definition is added:

"Equine activities" means:

- a. Breeding;
- b. Boarding; and
- c. Training

of horses; and horse

- d. Riding academies;
- e. Riding stables;
- f. Show(s); and
- g. Riding club(s),

all while operated by an "insured" at an "insured location" described in the Declarations.

"Equine activities" does not mean stables or facilities that provide horses for hire. However, this exception does not apply to "equine activities" where a program of instruction in riding horses is provided for a fee.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES

This endorsement modifies insurance provided under the following:

FARM COVERAGE PART

A. The Ordinance Or Law Exclusion in the:

1. Causes Of Loss – Farm Property; and
2. Causes Of Loss – Earthquake Form;

does not apply to the total loss or constructive total loss of the "dwelling" you occupy.

B. The following applies only to "dwellings" covered under Coverage A – Dwellings in the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form.

Under the Loss Condition – Valuation in **B. Coverage A Conditions** in the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form:

1. The last paragraph under 1.b.(3) and 1.d. is replaced by the following:

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property, except in the event of the total loss or constructive total loss of the "dwelling" you occupy;

2. Paragraph 1.c.(2) is replaced by the following:

- (2) A proportion of the cost to repair or replace the damaged part of the structure, without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement. The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property, except in the event of the total loss or constructive total loss of the "dwelling" you occupy; and

3. The following provision is added to Paragraph 1. **Property:**

- e. When this Coverage Part insures real property in Wisconsin which is owned and occupied by you primarily as a "dwelling" and the property is wholly destroyed, we will pay the Limit of Insurance that applies to such property.

C. The Intentional Loss Exclusion in the Causes Of Loss Form – Farm Property, Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form is replaced by the following:

INTENTIONAL LOSS

1. We will not pay for loss ("loss") or damage arising out of any act committed:

- a. By or at the direction of any "insured"; and
- b. With the intent to cause a loss ("loss").

2. However, this exclusion will not apply to deny coverage to an "insured" who did not cooperate in or contribute to the creation of the loss ("loss"), provided the loss ("loss") is otherwise covered under this Coverage Part and:

- a. The loss ("loss") arose out of an act or pattern of abuse or domestic abuse; and
- b. The perpetrator of the loss ("loss") is criminally prosecuted for the act or acts causing the loss ("loss").

3. If we pay a claim pursuant to Paragraph C.2., our payment to the innocent "insured" is limited to that "insured's" ownership interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

D. The Legal Action Against Us Condition in the:

1. Farm Liability Coverage Form does not apply.
2. Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions is replaced by the following:

No one may bring action against us under this insurance unless the action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. The:

1. Concealment, Misrepresentation Or Fraud General Condition in the:

- a. Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions;
- b. Mobile Agricultural Machinery And Equipment Coverage Form; and
- c. Livestock Coverage Form; and

2. Representations Additional Condition in the Farm Liability Coverage Form;

are replaced by the following:

- a. No misrepresentation and no breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this policy affects our obligations unless, if a misrepresentation, the person knew or should have known that the representation was false, and unless:
 - (1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
 - (2) The facts misrepresented or falsely warranted contribute to the loss.
- b. No failure of a condition before a loss and no breach of a promissory warranty affects our obligation under this policy unless such failure or breach exists at the time of loss and either:
 - (1) Increases the risk at the time of loss; or
 - (2) Contributes to the loss.

F. The following is added to the Transfer Of Rights Of Recovery Against Others To Us Loss Condition in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form:

If we pay an "insured" for a loss ("loss") described in Paragraph C.2., the rights of the "insured" to recover damages from the perpetrator are transferred to us to the extent of our payment. Following the loss ("loss"), the "insured" may not waive such rights to recover against the perpetrator.

We will be entitled to a recovery only after you have been fully compensated for damages.

G. In the Causes Of Loss Form – Farm Property, under A. Covered Causes Of Loss, items which provide that a cause of loss does not apply if the "dwelling", "insured location", building or structure has been "vacant" for more than 30 consecutive days are revised to replace 30 consecutive days with 60 consecutive days.

H. The following are added:

1. Knowledge And Acts Of Agents

- a. If any of our agents knows any fact that breaches a condition of this policy, we will be considered to know it also if that fact:
 - (1) Is known to the agent at the time the policy is issued or an application made; or
 - (2) Later becomes known to the agent in the course of his or her dealings as an agent with you.
- b. Any fact that breaches a condition of this policy and is known to the agent before the loss will not:
 - (1) Void this policy; or
 - (2) Prevent a recovery in the event of loss.

2. Conformity To Statute Or Rule

Any provision of this Coverage Part (including endorsements which modify the Coverage Part) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. Sec. 227.11(2) and published in the Wisconsin Administrative Code.

I. The following loss settlement provisions are added to the **Loss Payment Loss Condition** in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions. These provisions apply to all real property covered under the Farm Property – Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form and Farm Property – Barns, Outbuildings and Other Farm Structures Coverage Form **except** a one- or two-family dwelling that you occupy as your principal residence:

g. If a municipality, which is a first class city, has elected to apply the provisions of Wis. Stat. Ann. Secs. 632.10 through 632.104, a part of our payment for fire or explosion loss or damage to your covered real property in that municipality will be withheld if the loss or damage is subject to these provisions.

(1) The withheld amount will be paid in accordance with the law, to the following:

- (a) The municipality where the covered property is located;
- (b) You and any other interest named in the Declarations; or

(c) The mortgageholder, if any.

However, we will not pay more than the amount of loss payable under this policy.

(2) Within 10 days after withholding the required amount, we will give written notice of the withholding to the following:

(a) The building inspection official of the municipality where the covered property is located;

(b) You;

(c) Any mortgageholder and any other lienholder who has an existing lien against the property and is named in the Declarations; and

(d) The court in which judgment was entered if the final settlement was determined by judgment.

(3) We will not be liable in any cause of action, nor may any liability be imposed on us, arising from the payment, withholding or transferring of all of any portion of a final settlement in accordance with Wis. Stat. Ann. Secs. 632.10 through 632.104.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 21 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT**
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
FARM COVERAGE PART
GOVERNMENT CRIME COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part or Policy
Arizona, California, Connecticut, Illinois, Maine, Missouri	FARM COVERAGE PART
New Jersey, Pennsylvania, Rhode Island, North Carolina,	
Wisconsin, Virginia	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

- a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this item B.5., the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

C. Exception Covering Certain Fire Losses

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

D. Application Of Other Exclusions

1. When the Exclusion Of Terrorism applies in accordance with the terms of B.1. or B.2., such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph 7. below, we may cancel this policy only for one or more of the following reasons:

- a. The policy was obtained by material misrepresentation;
- b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
- c. There have been substantial breaches of contractual duties, conditions or warranties; or
- d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to the Cancellation Common Policy Condition:

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

C. The following applies to the:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART

1. We may rescind this policy because of the following:
 - a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;
 - b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;
 - c. Failure of a condition before a loss if such failure exists at the time of loss; or
 - d. Breach of a promissory warranty if such breach exists at the time of loss.
 2. We may not rescind this policy:
 - a. For the reasons in Paragraphs C.1.a. and C.1.b. unless:
 - (1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
 - (2) The facts misrepresented or falsely warranted contribute to the loss.
 - b. For the reasons in Paragraphs C.1.c. and C.1.d. unless such failure or breach:
 - (1) Increases the risk at the time of loss; or
 - (2) Contributes to the loss.
 3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.
- D. The following are added and supersede any other provisions to the contrary:
1. **Nonrenewal**
 - a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.
We need not mail or deliver the notice if:
 - (1) You have insured elsewhere;
 - (2) You have accepted replacement coverage;
 - (3) You have requested or agreed to nonrenewal of this policy; or
 - (4) This policy is expressly designated as nonrenewable.
 - b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.
 - c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:
 - (1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and
 - (2) Stated clearly in the notice the effect of nonpayment of premium by the due date.
2. **Anniversary Alteration**

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period. In accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. Renewal With Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

- a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision - Cancellation And Nonrenewal

With respect to Insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

STARNET INSURANCE COMPANY – PRIVACY NOTICE

StarNet Insurance Company (the "Company"), a member company of the W. R. Berkley Corporation ("Berkley") group of companies and each other member of the Berkley group of companies ("Affiliates") understands our customers' concern about privacy of their information collected by the Company. Our Company is dedicated to protecting the confidentiality and security of nonpublic personal Information we collect about our customers in accordance with applicable laws and regulations. This notice refers to the Company by using the terms "us," "we," or "our." The law requires that we send you a notice describing our privacy policy and how we treat the nonpublic personal information about our customers that we receive in connection with our business (Information").

Why We Collect and How We Use Information:

We collect and use Information for business purposes with respect to our insurance products and services and other business relations involving our customers. We gather this Information to evaluate your request for insurance, to evaluate your insurance claims, to administer, maintain or review your insurance policy, and to process your insurance transactions. We also accumulate certain information about you as may be required or permitted by law.

Your insurance agent or broker also collects this Information and may use it to help with your overall insurance program or to market additional products and services to you. We may also use Information to offer you other products or services that we or our Affiliates provide.

How We Collect Information:

Most Information collected by us is provided by you or your insurance agent or broker to us. We obtain Information from (i) applications or other forms submitted by you, your insurance agent or broker or your authorized representatives to us and our Affiliates, and (ii) your transactions with us or our Affiliates. We may also obtain Information from other sources such as (i) consumer reporting agencies, (ii) other institutions or information services providers, (iii) employers, (iv) other insurers, or (v) your family members.

Information We Disclose:

We disclose any Information which we believe is necessary to conduct our business as permitted by applicable law or where required by applicable law. This disclosure may include (i) Information we receive from you on applications or other forms provided to us and our Affiliates, such as names, addresses, social security numbers, assets, employer Information, salaries, etc. (ii) Information about your transactions with us and our Affiliates, such as policy coverages, premiums, payment history, etc., and (iii) Information we receive from a consumer reporting agency, such as credit worthiness and credit history.

To Whom We Disclose Information:

We may, as permitted or required by applicable law, disclose your Information to nonaffiliated third parties, such as (i) your insurance agent or broker, (ii) independent claims adjusters, (iii) insurance support organizations, (iv) processing companies, (v) actuarial organizations, (vi) law firms, (vii) other insurance companies involved in an insurance transaction with you, (viii) law enforcement, regulatory, or governmental agencies, (ix) courts or parties therein pursuant to a subpoena or court order, (x) businesses with whom we have a marketing agreement, or (xi) our Affiliates.

We may share Information with our Affiliates so that they may offer you products and services from the Berkley group of companies or to analyze our book of business and to consolidate necessary information. We do not disclose Information to other companies or organizations not affiliated with us for the purpose of using Information to sell their products or services to you. For example, we do not sell your name to unaffiliated mail order or direct marketing companies.

How We Protect Information:

We require our employees to protect the confidentiality of Information as required by applicable law. Access to Information by our employees is limited to administering, offering, servicing, processing or maintaining of our products and services. We also maintain physical, electronic and procedural safeguards designed to protect Information. When we share or provide Information to other persons or organizations, we contractually obligate them, if required by law, to treat Information as confidential and conform to our privacy policy and applicable laws and regulations.

Correction and Access to Information:

Upon our receipt of your written request to us at StarNet Insurance Company, 475 Steamboat Road, Greenwich, Connecticut 06836-2519 we will generally make Information available for your review. If you believe the Information we have about you is incorrect or inaccurate, you may request that we make any necessary corrections, additions or deletions. If we agree with your belief, we will correct our records if required by applicable law. If we do not agree, you may submit to us a short statement of dispute, which we will include in any future disclosure by us of such Information if required by applicable law.

Requirements for Privacy Notice:

This privacy notice is being provided due to recently enacted federal and state laws and regulations establishing new privacy standards and requires us to provide this privacy policy. For additional information regarding our privacy policy, please write to us at 475 Steamboat Road, Greenwich, Connecticut 06830

Dated: May 2003



Berkley Equine & Cattle

a Berkley Company

StarNet Insurance Company

CLAIMING PROCEDURE

To report a property or liability loss, immediately contact YORK:

1. **Email:** 6648equinefarm@yorkrsg.com
2. **Fax:** 800-393-8104
3. **Phone:** 866-391-9675 -or- 321-578-5102



York Risk Services Group, Inc.
605 Crescent Executive Court
Lake Mary, FL 32746

Immediately report to the Company or to your Agent any incidences that you believe may result in a claim or suit to be filed against you. Have your insurance policy handy so you can give the claim representative your policy number and effective dates.

REMEMBER NOT TO ADMIT ANY FAULT.

Immediately report to the Company if you are served Suit papers by a third party, whether you believe it is valid or applies to your insurance policy. Be prepared to fax or mail a copy of these papers to the Company or to your Agent.

FAILURE TO FOLLOW THESE RULES MAY JEOPARDIZE YOUR COVERAGE.

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